

b PLEASE BRING THIS COPY OF THE AGENDA TO THE BOARD MEETING. THANK YOU!

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 24, 2006

**PLACE: DISTRICT EDUCATION CENTER
BOARD ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA**

**TIME: 5:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

1. **Call to Order**
2. **Roll Call – Establish Quorum**
Board: G. Crandall, J. Feller, T. Hawkins, K. Lewis, G. Machado, B. Swenson, J. Vaughn
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison and B. Etcheverry.
3. **Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes School Year.
 - 3.1 **Educational Services:**
 - 3.1.1 Findings of Fact: #FF06-07/30, 35, 38, 39, 41, 57, 58, 59
 - 3.1.2 Application for Reinstatement: #AR06-07/25, 26, 27
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
 - 3.1.3 Waiver of Expulsion: #WE06-07/1
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Public Employee/Employment//Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
 - 3.2.2 Conference with Labor Negotiator
Agency Negotiator: Jamie Mousalimas,
Assistant Superintendent of Human Resources
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**

6. Closed Session Issues:

Pg. No.

6a Action on Findings of Fact: #FF06-07/30, 35, 38, 39, 41, 57, 58, 59

Action: Motion ___ Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6b Report Out of Action Taken on Application for Reinstatement: #AR06-07/25, 26, 27

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Waiver of Expulsion: #WE06-07/1

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of October 10, 2006.

1-4

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain- ___.

8. Student Representative Reports: Tracy High: Megan Wingo; West High: Ryan Elwood; Duncan Russell: Alejandro Camacho.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Hirsch Elementary School Site Update on Achievements & Activities

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

11. Information & Discussion Items: An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

11.1 Administrative & Business Services:

11.1.1 Receive Report on Grounds Maintenance Program

5-9

11.2 Educational Services:

11.2.1 Receive Report on Supplemental Counseling Program

10-13

12. PUBLIC HEARING:	None.	Pg. No.
13. Consent Items:	Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
13.1 Administrative & Business Services:		
13.1.1	Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	14-15
13.1.2	Approve Monthly Budget Adjustment Report	16-21
13.1.3	Approve Payroll Reports for May – September, 2006 (Under Separate cover)	22
13.1.4	Approve Revolving Cash Fund Reports for September, 2006	23-29
13.1.5	Approve Accounts Payable Warrants Reports for September, 2006 (Under Separate Cover)	30
13.2 Educational Services:		
13.2.1	Approve Karen Bruns and Christine Cammons as TUSD Representatives to the SELPA Community Advisory Committee (CAC)	31
13.2.2	Approve Contract with Dianna Hollingshead-Parker, R.N.	32-34
13.2.3	Ratify Contract for Assessments with Psychology, Learning and You	35-37
13.2.4	Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation	38-40
13.2.5	Approve Contract with Psychology Learning and You (Cheryl Markowitz) for Autism Consultation and Training in the Preschools	41-43
13.2.6	Ratify Agreement for Contract Services with James Wakefield, Ph.D. for Bilingual Assessment	44-46
13.2.7	Ratify Master contract and Individual Service Agreement with Children's Home of Stockton	47-68
13.2.8	Approve the Ranka's Marionette Theater for McKinley School to be held on 11/17/2006	69-73
13.2.9	Approve Agreement for Special Contract Service with Dr. Edward Higgins as Guest Director for the 2007 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance	74-78
13.2.10	Approve Service Agreements for College AVID Tutors Janine Silvis, Sara Salmons and Blythe Seegmille to Tutor AVID High School Students Throughout the 2006-2007 School Year	79-85
13.2.11	Approve Contract with DARE Officer, John Guzman, for Teaching DARE Classes in 5 th Grade	86-88
13.2.12	Approve Special Services Contract with Stanislaus County Office of Education for Teacher Alane Vaughn to Train Teachers on Holt Curriculum on November 13, 2006	89-96
13.2.13	Approve the Overnight Travel for the Tracy High School Sophomore and varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, CA, on November 30, December 1 & 2, 2006	97
13.3 Human Resources:		
13.3.1	Approve Classified, Certificated and/or Management Employment	98-99

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items. **Pg. No.**
- 14.1 Administrative & Business Services:**
- 14.1.1** Approve Preliminary Drawings of Stadium and Pool Complexes and Authorize WLC Architects to Move Forward with Construction Documents **100**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2 Educational Services:** None.
- 14.3 Human Resources:**
- 14.3.1** Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to be Compliant with CSBA Guidelines **101-111**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.2** Approve Changes to Maintenance Specialist (HVAC) Job Description **112-114**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3** Approve Job Description for High School Custodial Supervisor/Maintenance Mechanic **115-117**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** November 14, 2006
- 17.2** November 28, 2006
- 17.3** December 12, 2006
- 17.4** January 9, 2007
- 17.5** January 23, 2007
- 18. Upcoming Events:**
- | | | |
|-------------|---------------------------------------|---|
| 18.1 | November 22-24, 2006 | No School, Thanksgiving Break |
| 18.2 | November 22 – January 2, 2007 | Winter Break, Yellow Track |
| 18.3 | December 16- January 1, 2007 | Winter Break, Traditional |
| 18.4 | December 20 – January 1, 2007 | Winter Break, Red & Blue Track |
| 18.5 | December 20 – January 31, 2007 | Winter Break, Green Track |
| 18.6 | January 15, 2007 | No School, Martin Luther King Day |
| 18.7 | January 31, 2007 | No School, Staff Dev. Day |
- If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 10, 2006**

- 5:30 PM:** President Machado called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall J. Feller, T. Hawkins, K. Lewis, G. Machado, B. Swenson, J. Vaughn.
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:06 PM:** President Machado called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Action on Findings of Fact #FF06-07/18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 31(as amended)
Action: Lewis, Swenson. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement #AR06-07/23, 24
Action: **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-87
Action: **Vote:** Yes-7; No-0.
- Employees Present:** C. Minter, J. Wakefield, D. Laven, S. Harrington, M. Hepner, D. Wakefield, R. Call, B. Willner, R. Frame, M. Kinakin, S. Sievers, K. Fistolera, V. Pereira
- Press:** P. Hayworth (Tracy Press)
- Visitors Present:** FFA Students, Ted Guzman, K. Johnson, M. Pereira
- Minutes:** **Approve Regular Minutes of September 26, 2006.**
Action: Vaughn, Hawkins. **Vote:** Yes-6; No-0; Abstain-1(Machado)
Minutes are public information and available for review in the Superintendent's Office during regular business hours.
- Student Representative Reports:** None.
- Recognition & Presentation:** **9.1** Recognize and Congratulate the West High School FFA Chapter for Capturing First Place a at the Delta-Cal Sectionals

Assistant Superintendent of Educational Services, Dr. Sheila Harrison,

recognized the FFA students and their advisors, Marlene Hepner and Sara Moss. The students gave a presentation on how they conduct their meetings.

9.2 George Kelly Elementary School Site Update on Achievements & Activities

Principal, Denise Laven, and teacher, Sharalyn Harrington, gave a powerpoint presentation for their site update. They reviewed various programs such as Open Court, ExCEL, School Activities and Academic Competitions. Sharalyn Harrington reviewed the Eagle Representation Council. Every student in Grades 4 through 8 participates. They plan campus clean up, spirit days and dances.

**Hearing of
Delegations**

None.

**Information &
Discussion Items:**

11.1 Administrative & Business Services

11.1.1 Receive Report on Proposed Maintenance Program

Assistant Superintendent of Business Services, Dr. Casey Goodall, And Director of Grounds/Maintenance, Bill Willner, gave a report on the maintenance program. Trustee Lewis would like more information to include what other districts do and what services they perform. The Board also requested a report on what maintenance/ground staff would be if we used current District staffing rating. Also advise if the City of Manteca contributes to the field maintenance for Manteca Schools.

11.2 Educational Services

11.2.1 Receive District Discipline Review Board Year-End Report

Director of Student Services, Rebecca Frame, gave a report which covered the 05-06 school year. The numbers go up and down each year.

11.2.2 Acknowledge SARB (School Attendance Review Board) Report

Director of Student Services, Rebecca Frame, and SARB coordinator Mike Kinakin, gave the SARB report. There is not enough room to put these kids. One idea is to offer online learning. Trustee Swenson would like a sub committee to review the recommendations with staff.

**Public Hearing:
Consent Items:**

None.

Action: Lewis, Crandall. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

- 13.1.1** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
- 13.1.2** Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
- 13.1.3** Accept Donations

13.2 Educational Services:

- 13.2.1** Ratify Contract with Jocelyn Ruppell, Speech Pathology Intern
- 13.2.2** Ratify Contract with Katie Burrill, Speech Pathology Intern
- 13.2.3** Ratify contract with The Speech Path
- 13.2.4** Approve Student Clinician Speech Therapy Agreement with University of the Pacific
- 13.2.5** Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center
- 13.2.6** Ratify Master Contract and Individual Services Agreement with North Valley School
- 13.2.7** Ratify Master Contract and Individual Services Agreement with Spectrum Center School
- 13.2.8** Ratify Master Contract and Individual Service Agreement with CCHAT Center
- 13.2.9** Approve an Addendum to Special Contract Services for Joan Check as the Counselor and Administrator at Willow Community Day School for the 2006-2007 School Year
- 13.2.10** Approve Service Agreement for Mike Artell to Provide Four Assemblies for George Kelly School on November 2, 2006
- 13.2.11** Ratify Service Agreement for Cara Bergen from Hesperia to Plan for the Implementation of Excel in Math with the George Kelly Staff on September 18, 2006
- 13.2.12** Approve Service Agreement for Tracy Mental Health Center Services for the 2006-07 School Year
- 13.2.13** Ratify Contract with San Joaquin County Office of Education to Provide Workshops on "Structures and Strategies for ELL Students" for 2006-2007 School Year

13.3 Human Resources:

- 13.3.1** Approve Classified, Certificated and/or Management Employment
- 13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
- 13.3.3** Approve Service Agreement with Tina Afan (West High) for the 2006-2007 Girls' Varsity Basketball Season

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Approve Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 45

Action: Lewis, Hawkins. **Vote:** Yes-7; No-0.

14.1.2 Approve Use of \$150,000 to Initiate Heating, Ventilation, Air Conditioning Preventive Maintenance Program

Action: Vaughn, Feller. **Vote:** Yes-4; No-3(Vaughn, Hawkins, Swenson)

14.1.3 Adopt Resolution No. 06-15 to Support the State Bond Measure Proposition 1D

Action: Hawkins, Crandall. **Vote:** Yes-6; No-1(Machado)

14.2. Educational Services: None.

14.3 Human Resources:

14.3.1 Adopt Resolution #06-14 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds

Action: Lewis, Vaughn. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Lewis would like to know how many parents are utilizing Aeries and what percentage of our staff are utilizing it. Most teachers use it, but some not at all. Trustee Feller interviewed seven architects for the theatre project at West High. Trustee Swenson met with the construction tech committee along with Ellen Gripp, Sam Strube and Walter Gouveia. The numbers are high and they are trying to figure out how to afford the program. Facilities comm. Looking at enrollment and Kimball. He took a tour of Weston High School yesterday. He also attended Matt Netto's choir and orchestra performances in EB Theater. Tomorrow night is a band concert at Tracy High. Trustee Hawkins passed. Trustee Vaughn passed. Trustee Crandall thanked Denise for including him in the Weston Ranch trip. It's interesting to see how other schools do their business. Trustee Machado passed.

Superintendent Report:

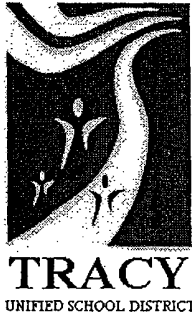
Dr. Franco thanked Casey and Denise who are doing a great job with the oversight committee. Peter Holtz was selected as the chair person, Arch Bakerink as Vice-Chair and Kendra Willis as Secretary. They will meet on the first Monday of every month. Oct. 21 is the day scheduled to demolish the West Building at Tracy High. There will be a special program to celebrate the history of the West Building. We also want to have the Freshman President speak at the event. The ceremony will begin at 8:00 a.m. A new pump station was delivered to Delta Island. West High received 9 new tennis courts. The School Plan Presentations are scheduled for November 8th, 15th and 16th. Board members are invited to attend. Carol Woo is showing the principals how to infuse more data into their presentations.

8:45 PM

Adjournment.

James Vaughn, Clerk

Date



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: October 13, 2006

SUBJECT: Receive Report on Grounds Maintenance Program

Background: At the October 10th board meeting, the board received a report on the grounds crew which contained current staffing and assignments, the expectations of what the crew can currently achieve each week, and a number of scenarios of different levels of service. The Board directed staff to develop several different proposals which include actual cost estimates, comparisons to neighboring districts, and a review of grounds staffing formulas used in TUSD in years before the recent budget reductions.

Rationale: The following proposed grounds staffing plans address the issues requested by the Board of Trustees:

Current Staffing, Assignments, and Expectations: The current staffing includes nine permanent employees with three seasonal employees when they are available. Further staffing details are included in appendix A at the end of this report. The expectations of the crew have been established from several years of experience and, if the seasonal employees are NOT available, include mowing large turf areas once per week, small lawn areas every fourteen days, repairing irrigation problems when notified, and annually seeding, aerating, and fertilizing the football and soccer fields at each comprehensive high school. The crew also responds and repairs playground equipment when notified by the site custodian. The grounds person assigned to each high school. They provide general grounds maintenance and grooming, and line the fields for league events.

Staffing Formula: A staffing formula was established in 1995 to ensure staffing grew with the addition of new schools. The formula called for one grounds man for each comprehensive high school, one grounds man for each two middle schools, one grounds man for each three elementary schools or continuation high school, with an additional 180 hours per year for line fields for high school sporting events. That formula is applied to the current number of schools in Appendix B at the end of this

report. The formula supports maintaining the nine permanent employees currently in the grounds department. It should be noted that the expectations of the grounds department were the same when the formula was developed as it is today.

Comparisons to Other Districts: Staff was able to obtain staffing information about two local school districts, Pleasanton Unified, and Manteca Unified.

Pleasanton Unified School District has fifteen schools and employs five grounds employees. Grounds work for three elementary schools and three middle schools is contracted out. The remaining grounds are maintained by:

- Two grounds men who each mow the small lawn areas of three elementary schools and one middle school.
- One employee mows the large turf areas of eight schools.
- One grounds man at each high school maintains the high school grounds.

The grounds staff mows once per week, weeds, edges, and maintains the shrubs, sprays insecticide and herbicide as needed, and “blows down the site” (cleans up clippings).

If the same level of staffing were applied to Tracy Unified School District, this formula would support maintaining the nine permanent employees currently in the grounds department.

Manteca Unified School District has thirty schools and employs twenty four grounds employees. The grounds are maintained by:

- Three mow crews of three grounds men each to maintain twenty-four elementary and middle school sites. Each team is responsible for the small lawn areas of eight schools.
- Two employees mow all elementary large turf areas.
- Two employees at each of the four high schools maintain the high school grounds.
- Two employees maintain the irrigation systems for the district.
- Three utility people are available to fill in on the crews where needed.

The crew mows once per week, maintains the shrubs, weeds, spraying, edging, and blowing.

If the same level of staffing were applied to Tracy Unified School District, this formula would support two three-man crews to maintain sixteen elementary and middle schools, four high school grounds men, 1.33 grounds men mowing large turf, 1.33 grounds men on irrigation, and 2 grounds men on a utility crew. This would result in a crew of 14.6 grounds men. To meet this staffing formula, we would add 5.6 additional grounds persons at an estimated cost of \$51,941.16 each, for a total additional annual cost of \$290,870.49.

Funding: This agenda item is informational only.

Recommendation: Receive Report on Grounds Maintenance Program

Prepared by: Casey Goodall, Associate Superintendent for Business Services

Current Staffing (Appendix A)

Position	Name	Base Cost	Additional Cost	Benefit Cost	Salary/ Benefit Cost
Grounds Leadman/Supervisor	Hughes, Craig	54,996.00	8,245.80	23,654.28	86,896.08
Mow Crew #1					
Groundskeeper I	Rodriguez, Ignacio	35,136.00	876.00	17,010.49	53,022.49
Groundskeeper I	Lunsford, Leonard	35,136.00	1,752.00	17,215.56	54,103.56
Groundskeeper I	(Seasonal, when available)	17,568.00	0.00	4,392.00	21,960.00
Mow Crew #2					
Groundskeeper I	Garza, Benny	35,136.00	1,752.00	17,215.56	54,103.56
Groundskeeper I	(Seasonal, when available)	17,568.00	0.00	4,392.00	21,960.00
Groundskeeper I	(Seasonal, when available)	17,568.00	0.00	4,392.00	21,960.00
Large Field Mowing					
Groundskeeper/Heavy Equip. Operator	Arroniz, Ruben	37,680.00	948.00	17,652.96	56,280.96
Large Field Irrigation					
Groundskeeper/Heavy Equip. Operator	Diaz, Rodrigo	37,680.00	4,716.00	18,557.88	60,953.88
Small Lawn Irrigation					
Groundskeeper I	Wesson, James	35,136.00	0.00	16,805.16	51,941.16
Tracy High School					
Groundskeeper I	Bygotia-Silva, Antonio	35,136.00	0.00	16,805.16	51,941.16
West High School					
Groundskeeper I	Farrington, Rick	35,136.00	4,396.80	18,106.32	57,639.12
Total		<u>393,876.00</u>	<u>22,686.60</u>	<u>176,199.37</u>	<u>592,761.97</u>

George Hepner maintains Delta Island School grounds.

Current Staffing Formula Applied to Current Schools (Appendix B)

Schools	Grounds Staffing Formula
K-5	
Bohn	0.33
Central	0.33
Hirsch	0.33
Jacobson	0.33
McKinley	0.33
South/West Park	0.33
Villalovoz	0.33
K-8	
Delta Island	0.33
Freiler	0.33
Kelly	0.33
North	0.33
Poet Christian	0.33
6-8	
Monte Vista	0.50
Williams	0.50
9-12	
Stein Facility	0.33
Duncan Russell Facility	0.33
IGCG	0.33
Tracy High School	1.10
West High School	1.10
Other	
Adult School	
DEC	0.33
DSC/ISET/Staff Dvlpt/IMG	
Clover/TLC	0.50
Total Formula FTE	8.98
Actual Employee FTE	9.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~October 16, 2006~~
SUBJECT: Receive Report on Supplemental Counseling Program

BACKGROUND: Background: Assembly Bill 1802 authorized a Supplemental Counseling Program which came into effect on July 1, 2006. The Supplemental Counseling program was further modified by Senate Bill 1131. In October 2006, the California Association of School Counselors hosted an information session on the requirements for implementing the Supplemental Counseling Program.

RATIONALE: The Supplemental Counseling Program is a perpetuity block grant from which school districts will receive approximately \$70-\$80 per student enrolled in grades 7th through 12th grade based on the prior year CBEDS. The three major components of the grant are the following 1) to identify at risk students in grades 7th, 10th and 12th, 2) to counsel these students on academic achievement and deportment, 3) and to adopt a comprehensive counseling plan which includes the requirements of the Supplemental Counseling Program. This meets Strategic Goal #4, Developing the Whole Student.

FUNDING: Supplemental Counseling Program. No cost for counselors. District would be responsible for setting up counselors offices with equipment and supplies.

RECOMMENDATION: Receive Report on Supplemental Counseling Program

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

AB 1802 and SB 1131 Supplemental Counseling Program October 2006

Supplemental Counseling Program Objectives

- ❖ Adopt a Comprehensive District Counseling Plan
- ❖ Provide Individual Counseling for at “At Risk” students grades 7th, 10th and 12th grade
- ❖ Provide 6 and 4 year individualized academic plans for all students grades 7th through 12th
- ❖ Provide a path of coursework and options for student academic success

Supplemental Counseling Program Overview

The Supplemental Counseling Program is a perpetuity block grant from which school districts will receive approximately \$70-\$80 per student enrolled in grades 7th through 12th grade based on the prior year CBEDS. The three major components of the grant are to identify at risk students in grades 7th, 10th and 12th, to use counseling as an intervention for poor academic achievement and deportment for at risk students, and to adopt a comprehensive counseling plan which includes the requirements of the Supplemental Counseling Program.

Districts will be notified on funding levels in December for the 2006-2007 school year and should work toward meeting grant requirements during the 2006-2007 school year and be in full compliance by the 2007-2008 school year.

Supplemental Counseling Program Counseling Strategies

All students, including special needs and English as a second language students, in grades 7th through 12th will have an individualized meeting with a counselor at least once in middle school and once in high school which includes designing and reviewing four or six year plans for academic achievement.

Students in 7th grade who have been identified as having far below basic STAR scores in English language arts and math will have an individualized meeting with a counselor to determine the coursework and experience necessary to successfully transition to high school and meet all graduation requirements, including passing the high school exit exam.

Students in grades 10th and 12th who have been identified as being at risk of not graduating with the rest of their class, as not earning credits at a rate that will enable them to pass the high school exit exam, or as not having sufficient training to allow them to fully engage in their chosen career will have an individualized meeting with a counselor. The meeting will include a review of the student's academic and deportment record

along with the development of a list of coursework and experience necessary to assist each pupil in their respective grade that has not passed one or both parts of the high school exit examination and to assist him/her to successfully transition to postsecondary education or employment.

For 10th grade students the conference would include discussion on the consequences of not passing the high school exit exam, educational options available, and remediation strategies available along with a review of the student's cumulative record.

For 12th grade students the conference would include options for enrolling in an adult school program, enrolling in a community college, continuing enrollment in programs in the district, and any other available options.

Counseling Deadlines

On or before December 31, 2006, a conference will be conducted for 10th grade students. For the 2007-2008 school year, the conference can be conducted between the student's 10th grade Spring semester and the 11th grade Fall semester.

After November 12, 2006 but before March 2007, a conference will be conducted for 12th grade students.

Funding and Staffing Requirements

The District will be allocated \$70-\$80 per student based on prior year CBEDS enrollment in grades 7th through 12th.

The District will be allocated \$5,000 minimum grants for schools with 100 or fewer students in 7th through 12th grade and \$10,000 minimum grants for schools with 101 to 200 students in 7th to 12th grade.

Services must be delivered by a credentialed counselor and funds can only be used for wages and benefits. The District would be responsible for setting up the counselor's office with equipment and supplies.

Starting July 1, 2006, counselors can record students served under the Supplemental Counseling Program.

Supplemental counseling can be additional counselors and/or additional counseling hours or days dependent upon the needs and current staffing of the District.

Accountability

School Districts must focus on at risk 7th, 10th, and 12th grade students and report data on the number of pupils served per counselor and the percentage of students participating in the conferences. In addition, the counselors are required to tally the number of students counseled who successfully passed the high school exit exam.

School Districts must develop a plan to meet the needs for individualized four and six year plans for all 7th through 12th grade students.



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: *CG/12* C. Goodall, Assistant Superintendent for Business

Date: October 13, 2006

SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board review and Approval

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Placement on Consent Agenda

Prepared by: Casey Goodall, Assistant Superintendent of Business Services

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES**


A. Vendor: Tetra Tech, Inc.
Site: TUSD Municipal and Industrial Storm Water Program
Item: Proposal - Ratify
Services: Storm Water Management Plan for 06/07 Fiscal Year which includes updating TUSD's storm water management plan, implement storm water management plan 2nd year best management practices and provide industrial storm water program support; Storm Water Annual Report for 2006/2007.
Cost: \$18,165.77
Project Funding: Environmental Compliance Fund

B. Vendor: School Specialty
Site: Monte Vista Middle School – State Relocatables
Item: Notice of Completion
Services: Carpet replacement for four state relocatable classrooms; Rooms 37-40.
Original Contract: \$12,270.30 Change Order: 0.00 Total Amount: \$12,270.30
Completion Date: September 8, 2006
Project Funding: Deferred Maintenance/ Reimbursement from West Contra Costa Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM:  Dr. Casey Goodall, Assistant Superintendent for Business

DATE: October 9, 2006

SUBJECT: Approve Monthly Budget Adjustment Report

BACKGROUND: Each month the Financial Services Department submits a Budget Adjustment Report summarizing changes of amounts in object codes.

RATIONALE: These month reports include estimated revenues, expenditures, adjustments, and transfers and facilitate timely monitoring of the budget.

FUNDING: N/A

RECOMMENDATION: Approve Month Budget Adjustment Report

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	09/01/2006	BUDGET	09/30/2006
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,825,790.00	48,866,762.00	159,271.00	49,026,033.00
	1200	CERT PUPIL SUPPORT SALARIES	2,283,590.00	2,283,590.00	11,438.00	2,295,028.00
	1300	CERT SUPRVRS' & ADMINS' SAL	4,368,840.00	4,368,840.00	-74,954.00	4,293,886.00
	1900	OTHER CERTIFICATED SALARIES	998,932.00	998,932.00	25,845.00	1,024,777.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,415,573.00	3,407,622.00	47,042.00	3,454,664.00
	2200	CLASSIFIED SUPPORT SALARIES	6,293,838.00	6,288,504.78	7,529.32	6,296,034.10
	2300	CLASS SUPRVRS' & ADMINS' SAL	1,241,344.00	1,241,344.00	19,130.00	1,260,474.00
	2400	CLERICAL & OFFICE SALARIES	4,204,793.00	4,204,756.88	18,683.52	4,223,440.40
	2900	OTHER CLASSIFIED SALARIES	456,527.00	458,527.00	2,887.00	461,414.00
	3101	STRS ON 1000 SALARIES	4,652,965.00	4,652,980.00	7,688.00	4,660,668.00
	3102	STRS ON 2000 SALARIES	6,863.00	6,863.00	7.00	6,870.00
	3201	PERS ON 1000 SALARIES	17,187.00	17,187.00	216.00	17,403.00
	3202	PERS ON 2000 SALARIES	1,340,731.00	1,343,725.00	6,325.00	1,350,050.00
	3311	OASDI ON 1000 SALARIES	29,357.00	29,357.00	281.00	29,638.00
	3312	OASDI ON 2000 SALARIES	843,372.00	843,109.00	5,732.00	848,841.00
	3321	FICA-MED ON 1000 SALARIES	712,788.00	712,793.00	1,951.00	714,744.00
	3322	FICA-MED ON 2000 SALARIES	209,238.00	209,064.40	1,217.00	210,281.40
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	.00	1,605.00	1,605.00
	3332	ALTER. RETIREMENT ON 2000 SAL	31,742.00	31,425.70	840.00	32,265.70
	3411	HEALTH & WELFARE ON 1000 SALS	7,675,311.00	7,675,311.00	-1,110.00	7,674,201.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,030,281.00	3,028,063.00	26,896.00	3,054,959.00
	3501	STATE UNEMPLOY ON 1000 SALARY	28,246.00	28,251.00	90.00	28,341.00
	3502	STATE UNEMPLOY ON 2000 SALARY	7,839.00	7,835.90	90.00	7,925.90
	3601	WORKER'S COMP INS ON 1000 SAL	1,524,713.00	1,524,723.00	3,331.00	1,528,054.00
	3602	WORKER'S COMP INS ON 2000 SAL	422,611.00	422,161.00	2,666.00	424,827.00
	3711	H & W CURRENT RETIREES ON 1000	609,198.00	609,198.00	.00	609,198.00
	3712	H & W CURRENT RETIREES ON 2000	381,449.00	381,449.00	.00	381,449.00
	3801	PERS REDUCTION ON 1000 SALARY	7,339.00	7,339.00	.00	7,339.00
	3802	PERS REDUCTION ON 2000 SALARY	438,373.00	443,988.00	2,869.00	446,857.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	6,000.00	6,000.00	.00	6,000.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	4,000.00	4,000.00	.00	4,000.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	1,001,556.00	1,021,125.00	59,825.00	1,080,950.00
	4200	BOOKS OTHER THAN TEXTBOOKS	168,862.00	192,321.00	16,486.00	208,807.00
	4300	MATERIALS & SUPPLIES	5,669,002.00	5,714,307.08	3,446,962.92	9,161,270.00
	4400	NON-CAPITALIZED EQUIPMENT	426,879.00	1,082,092.00	166,104.00	1,248,196.00
	5200	TRAVEL & CONFERENCES	202,162.00	202,542.00	35,585.00	238,127.00
	5300	DUES & MEMBERSHIPS	32,283.00	48,579.00	-1,735.00	46,844.00
	5400	INSURANCE	459,109.00	499,109.00	.00	499,109.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,479,588.00	2,484,594.32	4,895.23	2,489,489.55
	5600	RENTS,LEASES,REPAIRS,IMPRVMNTS	717,635.00	700,495.00	94,574.00	795,069.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	-706.00	-706.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	.00	2,463.00	2,463.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,025,225.00	3,436,561.00	284,601.00	3,721,162.00
	5900	INTERGOVERNMENTAL FEES	598,052.00	597,827.00	9,244.00	607,071.00
	6170	LAND IMPROVEMENTS	36,000.00	8,000.00	45,749.00	53,749.00
	6200	BLDGs & IMPROVEMENT OF BLDGS	1,518,371.00	874,571.00	-101,167.00	773,404.00
	6400	EQUIPMENT	118,000.00	118,000.00	.00	118,000.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00

FCR270
SEPTEMBER BUDGET ADJUSTMENTS

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 09/01/2006 TO DATE 09/30/2006

#J6515

PAGE: 2
10/09/2006

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	09/01/2006	BUDGET	09/30/2006
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	303,609.00	303,609.00	.00	303,609.00
	7280	TRANS TO CHARTERS IN LIEU PROP	977,617.00	977,617.00	.00	977,617.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,724.00	-200,724.00	.00	-200,724.00
	7380	TRANSFERS OF DIR SUPP-INTERFND	-59,500.00	.00	.00	.00
	7438	DEBT SERVICE - INTEREST	17,561.00	17,561.00	.00	17,561.00
	7439	DEBT SERVICE - PRINCIPAL	90,777.00	131,850.00	1,911.00	133,761.00
	7612	BETWEEN GEN FND & SP RSRVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	.00	472,051.00	.00	472,051.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	561,716.00	561,716.00	.00	561,716.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	59,292.00	59,292.00	.00	59,292.00
TOTAL EXPENSE			112,343,102.00	113,477,997.06	4,342,357.99	117,820,355.05

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	09/01/2006	BUDGET	09/30/2006
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	65,397,936.00	65,397,936.00	.00	65,397,936.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	155,879.00	155,879.00
	8021	HOME OWNERS EXEMPTION	129,463.00	129,463.00	.00	129,463.00
	8040	COUNTY & DISTRICT TAXES	19,744,207.00	19,744,207.00	.00	19,744,207.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	1.00	1.00	.00	1.00
	8092	PERS REDUCTION TRANSFER	463,803.00	463,803.00	.00	463,803.00
	8181	SP ED-ENTITLEMENT	2,051,302.00	2,051,302.00	.00	2,051,302.00
	8182	SP ED-DISCRETIONARY GRANTS	255,850.00	255,850.00	.00	255,850.00
	8290	ALL OTHER FEDERAL REVENUES	1,678,512.00	1,786,713.00	194,683.00	1,981,396.00
	8311	OTH ST APPORTIONMENTS-CURR YR	1,569,968.00	1,569,968.00	248,134.00	1,818,102.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,121,206.00	.00	3,121,206.00
	8550	MANDATED COST REIMBURSEMENTS	.00	.00	.00	.00
	8560	STATE LOTTERY REVENUE	2,172,388.00	2,172,388.00	.00	2,172,388.00
	8590	ALL OTHER STATE REVENUES	4,372,863.00	4,518,701.00	393,108.00	4,911,809.00
	8660	INTEREST	500,000.00	700,000.00	.00	700,000.00
	8675	TRANSPORTATION FEES FROM INDIV	55,000.00	55,000.00	.00	55,000.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,104,516.00	1,104,516.00	24,012.00	1,128,528.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	1,635,073.00	1,742,629.06	45,255.99	1,787,885.05
	8792	TRANS OF APPORTION FROM CO OFF	3,464,525.00	3,464,525.00	-690.00	3,463,835.00
	8919	OTH AUTH INTERFUND TRANS IN	523,000.00	381,150.00	.00	381,150.00
	8972	PROCEEDS FROM CAPITAL LEASES	.00	178,642.00	4,380.00	183,022.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CONTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			115,762,374.00	116,360,761.06	1,064,761.99	117,425,523.05

FCR270
SEPTEMBER BUDGET ADJUSTMENTS

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 09/01/2006 TO DATE 09/30/2006

#J6515

PAGE: 4
10/09/2006

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	09/01/2006 REVISED BALANCE	ADJUSTMENTS	09/30/2006 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,645,799.35	-9,109,291.35	3,277,596.00	-5,831,695.35
	9791	BEGINNING BALANCE	-9,791,342.35	-9,791,342.35	.00	-9,791,342.35
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,210,614.35	12,674,106.35	-3,277,596.00	9,396,510.35
	9799	K12 NET GAIN OR LOSS	.00	-2,882,764.00	3,277,596.00	394,832.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND: 01

PASSED AND ADOPTED this ____ day of _____, 20____, by the following vote:
AYES: ____ NOES: ____ ABSENT: ____

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

I, _____, Clerk of the Governing Board of the _____ School District of San Joaquin County, California, do hereby certify that the Governing Board of said district did in fact adopt at a _____ meeting, at the time and by the vote above stated, the revised budget figures shown as the _____ revised budget on the attached Budget Adjustments Report as being the official revised budget of the District for Fiscal Year _____

Approved this _____ day of _____, 20____.

Clerk/Secretary or Individual delegated to
certify or attest governing Board actions.

County Batch

DATE

County Superintendent of Schools

INSTRUCTIONS

1. Complete this form in triplicate: Original and duplicate to School Claims, triplicate for school district records. If you wish an approved copy for your records, submit three copies to School Claims.
2. DO NOT USE THIS FORM for transfers between funds.



BUSINESS SERVICES MEMORANDUM

To: Jim Franco Ed.D., Superintendent
From: Casey Goodall, Assistant Superintendent for Business
Date: October 5, 2006
Subject: Approve Payroll Reports (May-Sept. 2006)

BACKGROUND: Financial Services Department submits summaries of payroll checks issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures.

This agenda item meets Strategic Goal # 7-Develop Powerful Educational Leaders.

FUNDING: N/A

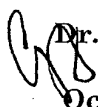
RECOMMENDATIONS: Approve Payroll Reports

Prepared by: Reed Call, Director of Financial Services



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

From:  Dr. Casey Goodall, Assoc. Superintendent of Business Services

Date: October 9, 2006

Subject: Approve Revolving Cash Fund Reports (September, 2006)

Background: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

Rationale: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

Funding: N/A.

Recommendation: Approve Revolving Cash Fund Reports (September, 2006).

Prepared by: S. Reed Call, Director of Financial Services

Tracy Unified School District
REVOLVING CASH FUND
September 2006

Date	Num	Name	Memo	Paid Amount
9/1/2006	7764	HOME TOWN BUFFET	HIRSCH STAFF LUNCH	
			01-7395-0-1110-1000-4300-220-3207	-193.63
TOTAL				-193.63
9/1/2006	7765	CASA NACHO'S	AVID DINNER	
			01-3010-0-1110-1000-4300-800-2767	-412.95
TOTAL				-412.95
9/1/2006	7766	IMPAC	FOOD	
			01-0000-0-0000-7400-4300-800-8001	-117.18
TOTAL				-117.18
9/1/2006	7767	CSU FRESNO UNIV OUTREACH SER...	THOMPSON/SEPT 25/CONF FEE	
			01-0000-0-1110-2700-5200-700-6502	-65.00
			DAVID SILVA	-65.00
TOTAL				-130.00
9/1/2006	7768	UC MERCED	THOMPSON/SEPT 8/CONF FEE	
			01-0000-0-1110-2700-5200-700-6502	-55.00
TOTAL				-55.00
9/1/2006	7769	FEAT	RODIECK/SEPT 9/CONF FEE	
			01-6500-0-5770-1110-5200-800-2505	-145.00
			NANCY SANDOVAL	-145.00
TOTAL				-290.00
9/6/2006	7770	WAL-MART	CAMERA	
			01-8150-0-0000-8110-4300-800-9302	-529.69
TOTAL				-529.69
9/11/2006	7771	DMV	FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/11/2006	7772	DMV	FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/11/2006	7773	DMV	FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00

Tracy Unified School District
REVOLVING CASH FUND
September 2006

Date	Num	Name	Memo	Paid Amount
9/11/2006	7774	DMV	FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/11/2006	7775	DMV	FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/11/2006	7776	DMV	FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/11/2006	7777	GRANLIBAKKEN CONFERENCE CEN...	IB STAFF/JULY 25/DEPOSIT CON	
			01-7286-0-1110-1000-5200-600-6216	-1,000.00
TOTAL				-1,000.00
9/11/2006	7778	LORMAN EDUCATIONAL SERVICES	MOUSALIMAS/SEPT 15/CONF FEE	
			01-0000-0-0000-7400-5200-800-8001	-309.00
			NANCY KETTNER	-309.00
TOTAL				-618.00
9/13/2006	7779	KELLEY YOUNG	PAYROLL	
			01-0000-0-1110-8200-2200-809-8999	-206.89
			01-7240-0-5001-3600-2200-809-9702	-206.89
TOTAL				-413.78
9/13/2006	7780	CALIFORNIA COMMISSION ON TEAC...	FEES	
			01-0000-0-0000-7400-5800-800-8001	-55.00
TOTAL				-55.00
9/14/2006	7781	TJUSD	VOID 7739 POSTAGE	
			01-0000-0-1110-2700-5900-700-6502	-1,000.00
TOTAL				-1,000.00
9/14/2006	7782	TJUSD	OUTLAWED 7541/7424	
			01-0000-0-0000-7200-5800-800-9112	-500.00
			01-3010-0-1110-1000-5200-500-6904	-75.00
TOTAL				-575.00
9/14/2006	7783	LORMAN EDUCATIONAL SERVICES	FITZPATRICK/SEPT 20/CONF FEE	
			01-0000-0-0000-7400-5200-800-8001	-309.00
TOTAL				-309.00

Tracy Unified School District
REVOLVING CASH FUND
September 2006

Date	Num	Name	Memo	Paid Amount
9/18/2006	7784	CORPORATE COMMUNICATIONS	SONNENBURG/OCT 3/CONF FEE	
			01-0000-0-1110-2420-5200-800-2613	-65.00
			ROCK, PERRY, BAILEY	-195.00
			CUARESMA, FOSTER, O'HARA	-195.00
			MCVEY, MENDOZA, WILSON	-195.00
			RIDOLFI, BUSH	-130.00
TOTAL				-780.00
9/18/2006	7785	TRACY POLICE DEPARTMENT	FINGERPRINTS	
			01-7240-0-5750-3600-5800-800-9702	-10.00
TOTAL				-10.00
9/18/2006	7786	TRACY POLICE DEPARTMENT	FINGERPRINTS	
			01-7240-0-5750-3600-5800-800-9702	-10.00
TOTAL				-10.00
9/18/2006	7787	TRACY POLICE DEPARTMENT	FINGERPRINTS	
			01-7240-0-5750-3600-5800-800-9702	-10.00
TOTAL				-10.00
9/18/2006	7788	TRACY POLICE DEPARTMENT	FINGERPRINTS	
			01-7240-0-5750-3600-5800-800-9702	-10.00
TOTAL				-10.00
9/18/2006	7789	TRACY POLICE DEPARTMENT	FINGERPRINTS	
			01-7240-0-5750-3600-5800-800-9702	-10.00
TOTAL				-10.00
9/18/2006	7790	TRACY POLICE DEPARTMENT	FINGERPRINTS	
			01-7240-0-5750-3600-5800-800-9702	-10.00
TOTAL				-10.00
9/18/2006	7791	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7240-0-5750-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/18/2006	7792	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7240-0-5750-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/18/2006	7793	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7240-0-5750-3600-5800-800-9702	-57.00
TOTAL				-57.00

Tracy Unified School District
REVOLVING CASH FUND
September 2006

Date	Num	Name	Memo	Paid Amount
9/18/2006	7794	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7240-0-5750-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/18/2006	7795	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7240-0-5750-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/18/2006	7796	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7240-0-5750-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/18/2006	7797	CLHS/SONOMA STATE	BRELAND/SEPT 27/CONF FEE	
			01-6092-0-3100-1000-5200-800-2258	-95.00
			MICHELE DAHL	-95.00
TOTAL				-190.00
9/19/2006	7798	SAN JOAQUIN A+	SONNENBURG/9/27/DINNER	
			01-0000-0-0000-7150-4300-800-1001	-50.00
			FRACOLLI	-50.00
			C DANDER	-50.00
			L CORDERO	-50.00
TOTAL				-200.00
9/19/2006	7799	CASA NACHO'S	AVID DINNER FOR 15	
			01-7090-0-1110-1000-4300-800-2767	-176.98
TOTAL				-176.98
9/20/2006	7800	THE PROMP INSTITUTE	HELLER/OCT 12/CONF FEE	
			01-3320-0-5750-1110-5200-800-2542	-300.00
TOTAL				-300.00
9/20/2006	7801	THE PROMP INSTITUTE	HARRIS/OCT 12/CONF FEE	
			01-3320-0-5750-1110-5200-800-2542	-300.00
TOTAL				-300.00
9/20/2006	7802	EAGLE SOFTWARE	CUNNINGHAM/OCT 15/CONF FEE	
			01-0000-0-1110-1000-4200-100-3013	-275.00
			CHARMAINE ARANDA	-275.00
TOTAL				-550.00

Tracy Unified School District
REVOLVING CASH FUND
September 2006

Date	Num	Name	Memo	Paid Amount
9/20/2006	7803	HOLIDAY INN SACRAMENTO	CUNNINGHAM/OCT 15/HOTEL 1N1R	
			01-0000-0-1110-1000-5200-100-3013	-157.18
TOTAL				-157.18
9/20/2006	7804	TEHAMA COUNTY DEPT OF EDUCAT...	WOO/FEB 21/CONF FEE	
			01-4035-0-1110-1000-5200-800-2002	-450.00
TOTAL				-450.00
9/21/2006	7805	POSTMASTER	PERMIT PO71386	
			01-0000-0-1110-2700-5800-600-6102	-160.00
TOTAL				-160.00
9/21/2006	7806	AMERICAN RED CROSS	15 FIST AID BOOKS	
			01-7230-0-1110-3600-4200-800-9702	-210.00
TOTAL				-210.00
9/21/2006	7807	JAVA MAKERS	FOOD	
			01-0000-0-1110-2700-4300-490-5302	-68.04
TOTAL				-68.04
9/22/2006	7808	CALIFORNIA PARENT CENTER	CHRITENSEN/SEPT 27/CONF FEE	
			01-0000-0-1110-1000-5200-700-6502	-290.00
			CHERI WRIGHT	-290.00
TOTAL				-580.00
9/25/2006	7809	SIAM CAFE	FOOD BOARD MEETING PO70296	
			01-0000-0-0000-7110-4300-800-1101	-87.50
TOTAL				-87.50
9/25/2006	7810	CSU, EAST BAY	ABRAHAM/SEPT 27/CONF FEE	
			01-0000-0-1110-2700-5200-700-6502	-65.00
			RICHARD SOTO	-65.00
TOTAL				-130.00
9/26/2006	7811	POET CHRISTIAN STUDENT COUNCIL	DEPOST	
			01-0000-0-0000-7200-4300-800-9222	-258.00
TOTAL				-258.00
9/26/2006	7812	CSTA	DEBORD/OCT 20/CONF FEE	
			01-7395-0-1110-1000-5200-190-3904	-178.00
TOTAL				-178.00


Tracy Unified School District
REVOLVING CASH FUND
September 2006

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
9/26/2006	7813	HILTON HOTEL	DEBORD/OCT 20/HOTEL	
			01-7395-0-1110-1000-5200-190-3904	-169.91
TOTAL				-169.91
9/26/2006	7814	CSTA	GILL/OCT 20/CONF FEE	
			01-7395-0-1110-1000-5200-190-3904	-148.00
TOTAL				-148.00
9/26/2006	7815	HILTON HOTEL	GILL/OCT 20/HOTEL	
			01-7395-0-1110-1000-5200-190-3904	-169.91
TOTAL				-169.91
9/27/2006	7816	FREILER SCHOOL PARENT CLUB	SUPPLIES	
			01-5575-0-1110-2100-4300-800-2054	-582.52
TOTAL				-582.52
9/28/2006	7817	SCHOOL SERVICES OF CA	CALL/OCT 17/CONF FEE	
			01-0000-0-0000-7200-5200-800-9222	-165.00
			CASEY GOODALL	-165.00
			JILL CARTER	-165.00
TOTAL				-495.00



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

From:  Dr. Casey Goodall, Assoc. Superintendent of Business Services

Date: October 9, 2006

Subject: Approve Accounts Payable Warrants (September, 2006)

Background: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

Rationale: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

Funding: N/A.

Recommendation: Approve Accounts Payable Warrants (September, 2006).

Prepared by: S. Reed Call, Director of Financial Services



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 11, 2006
Subject: Approve Karen Bruns and Christine Cammons as TUSD representatives to the SELPA Community Advisory Committee (CAC)

BACKGROUND: The Community Advisory Committee is a group composed of parent representatives from each district in the San Joaquin County SELPA. This group meets monthly on a variety of topics. The meetings are held at the SELPA office. It is also the charge of this group to approve the SELPA plan. Any parent can attend meetings and participate; however districts must appoint a board-approved representative. The parent representatives will serve a two-year term.

RATIONALE: Christine Cammons, a resident of Tracy has expressed a strong interest in being the representative for Tracy Unified School District. Karen Bruns has a son currently attending Tracy High. She is also a CAC chair. Tracy Unified School District has had difficulty finding parents interested in volunteering as the CAC district representative. This request supports Strategic Goal #2 "Create Quality Learning Environments".

FUNDING: Parent representatives are reimbursed for mileage costs to and from the meetings, which are held at the SELPA office in Stockton. Total expenses will not exceed \$265.00 through June 30, 2007. Funds are drawn from account number: 01-6500-5770-1110-5200-800-2542.

RECOMMENDATION: Approve Karen Bruns and Christine Cammons as TUSD representatives to the SELPA Community Advisory Committee (CAC)

Prepared by: Nancy E. Hopple, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 10, 2006
SUBJECT: Approve Contract with Dianna Hollingshead-Parker, R.N.

BACKGROUND: Dianna Hollingshead-Parker is an Opportunity in Wellness instructor that provides CPR and First Aid training to school employees. Currently 30 Special Education Staff members need to renew their CPR and First Aid certificates. Staff members working with preschool children are required to keep CPR and First Aid certificates current.

RATIONALE: Districts must offer a continuum of services to students with special needs. As part of a requirement staff members working with children are to keep CPR and First Aid certificates current. This request supports Strategic Goal # 2, "Create Quality Learning Environments."

FUNDING: Contract expenses for training are \$35.00 per person. Invoice charges for the contract will not exceed \$1,050.00. Expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Contract with Dianna Hollingshead-Parker, R.N.

Prepared by: Nancy E. Hopple, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Dianna Hollingshead-Parker, R.N. hereinafter referred to as "Contractor," is for CPR and First Aid Training or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: CPR and First Aid Training
2. Contractor will provide the above service, as outlined in Paragraph 1, under the terms of this agreement at the following location: 2128 N. Tracy Blvd.
Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$35.00 per person, not to exceed a total of \$1,050.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 31, 2007, and shall terminate on January 31, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

01-6500-0-5750-1180-5800-800-2542
Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: James C. Franco, Superintendent
From: ~~XX~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: ~~XX~~ October 3, 2006
Subject: Ratify Contract for Assessments with Psychology, Learning and You

BACKGROUND: Special education students may require assessment from outside service providers in order to make placement and for instructional evaluation as well as conduct functional behavioral assessments. At this time 3 assessments to be conducted by Psychology, Learning and You have been added to IEP's of three children with autism. Ratification is necessary due to the fact that the assessment is being performed under strict timelines per pending IEP meeting.

RATIONALE: The in-depth assessment by outside providers is necessary to help the District provide appropriate education services to children with autism spectrum disorders. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$ 100.00 per hour for each assessment: up to 15 hours including IEP attendance and report writing. Total contract expenses will not exceed \$4500.00 through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract for Assessments with Psychology, Learning and You.

Prepared by: Nancy E. Hopple, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Cheryl Markowitz, P.L.A.Y., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide behavioral, social and environmental assessments for 3 children with autism spectrum disorders. Time includes IEP attendance and report writing.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (45) **HOURS** per year, under the terms of this agreement at the following location any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 100.00 per **HOUR**, not to exceed a total of \$ 4500.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [**X**] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [**X**] **MONTHLY PROGRESS BASIS**, [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2006, and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Flynn (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

01-6500-0-5750-1180-5800-800-2542

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

To: James C. Franco, Superintendent
From: ~~W~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: ~~W~~ October 3, 2006
Subject: Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation

BACKGROUND: Special education students may require consultation services from an Autism Specialist as part of their Individual Education Plan. Twelve of our special education students currently have autism consultation written into their IEPs. For the 2006-2007 school year we need 152 hours per month of consultation for 10 months, or 1520 total hours for the year. The Board approved a contract with Cheryl Markowitz to provide these services last year, and the contract is needed again this year. The Board needs to ratify the contract to provide necessary consultation to special day class and full inclusion students diagnosed with autism. Ratification is necessary due to the fact that several IEP's were being revised after the start of the school year.

RATIONALE: We do not have an autism specialist employed in the District, so we need to provide services through a contract arrangement. Cheryl Markowitz is a certified special education teacher, and has worked with numerous public and private agencies to provide autism consultation. She or her agents will provide analyses of behavior, and consult with teachers regarding behavior management, curriculum and instruction. Cheryl or her agents will also assist the IEP teams in the development of appropriate goals and objectives. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$90 per hour. Total contract expenses will not exceed \$136,800 through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation.

Prepared by: Nancy E. Hopple, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Cheryl Markowitz, P.L.A.Y., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

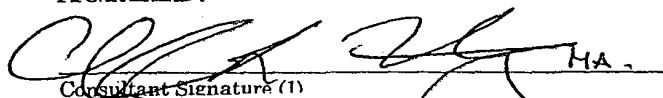
1. Contractor shall perform the following duties: Provide behavioral (autism) consultation and inclusion services; aide training and monitoring; classroom modifications and accommodations attendance at staffings, IEP's; report writing and material preparation and possibly and pre-hearing meetings; attendance at hearing conferences.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **(152) HOURS per month**, under the terms of this agreement at the following location any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 90.00 per **HOURLY**, not to exceed a total of \$ 136,800 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2006, and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Flynn (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:


Consultant Signature (1)

Social Security Number (2)

9/29/06
Date

EXECUTIVE DIRECTOR
Title PLAIN PSYCHOLOGY CONSULTANT

801 DAVIS COURT
Address

HILL VALLEY, CA 94741

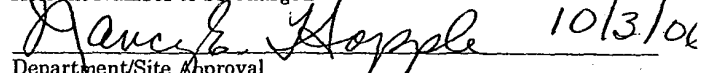
Tracy Unified School District

Date

Title

01-6500-0-5750-1180-5800-800-2542

Account Number to be Charged

 10/3/06
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 3, 2006
Subject: Approve Contract with Psychology Learning and You (Cheryl Markowitz) for Autism Consultation and Training in the Preschools.

BACKGROUND: The Board has approved a contract with Cheryl Markowitz for over five years, to provide necessary consultation to special day class and full inclusion students diagnosed with autism. TUSD is serving an increasing number of children with autism in our preschool programs. Last year, Psychology, Learning and You provided invaluable services related to autism spectrum disorders for our preschool staff. The preschool staff would like to continue with these services for various children in the preschool.

RATIONALE: We do not have an autism specialist employed in the district, so we need to provide services through a contract arrangement. Cheryl Markowitz, and her employees providing the actual training are certified special education teachers and have worked with numerous public and private agencies to provide autism consultation. The training provided by PLAY includes instructional and behavioral strategies for working with students diagnosed with autism. This supports Strategic Goal #2: create quality learning environments.

FUNDING: Expenses for this contract are \$90.00 per hour not to exceed \$10,000.00 for the year. The Mental Health Grant funding will be utilized for this service and expenses are budgeted in the account # 01-6500-0-5770-1110-5800-800-2572.

RECOMMENDATION: Approve Contract with Psychology Learning and You (Cheryl Markowitz) for Autism Consultation and Training in the Preschools.

Prepared by: Nancy E. Hopple, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Cheryl Markowitz, P.L.A.Y., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

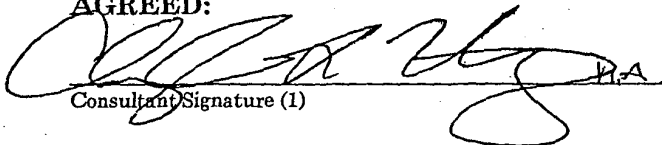
1. Contractor shall perform the following duties: Provide behavioral (autism) consultation and inservices regarding autism; aide training and monitoring; classroom modifications and accommodations attendance at staffings, for preschool children with autism.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **(11) HOURS per month**, under the terms of this agreement at the following location Hirsch and McKinley preschool sites only.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 90.00 per **HOURL**, not to exceed a total of \$ 10,000 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2006, and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Flynn (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:


Consultant Signature (1)

Social Security Number (2)

9/29/06
Date

EXECUTIVE DIRECTOR
Title

BOI DENISE CANT
Address

Hill View, Ct 94997

Tracy Unified School District

Date

Title

01-6500-0-5750-1180-5800-800-2542

Account Number to be Charged

Darcey E. Hopple 10/3/06
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 5, 2006
Subject: Ratify Contract with James Wakefield, Ph.D. for Bilingual Assessment

BACKGROUND: Board approval is requested to contract for psychoeducational assessment of Spanish speaking students. Dr. Wakefield is a Licensed Clinical Psychologist and Spanish speaker who is familiar with non-biased assessment issues. For the past few years we have contracted with a Licensed Educational Psychologist for sixteen bilingual assessments. She is no longer available to do assessments this year. We would therefore like to contract with Dr. Wakefield for ten assessments.

RATIONALE: LEP students must be assessed in their dominant language for initial and triennial special education assessments. We do not employ a Spanish speaking psychologist, and therefore must contract for this service. This request supports Strategic Goal #2 "Create Quality Learning Environments".

FUNDING: Contract rate is up to \$750.00 per assessment, inclusive for a total of \$7,500.00. Assessments include reports and consultation to staff. Bilingual assessment is budgeted in account #01-6500-0-5770-1180-5800-800-2512.

RECOMMENDATION: Approve Contract with James Wakefield, Ph.D. for Bilingual Assessment.

Prepared by: Nancy E. Hopple, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and James A. Wakefield, Jr. Ph.D., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Psychoeducational assessment of Spanish speaking students.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of up to (10) assessments, under the terms of this agreement at the following location any and all school sites in TUSD. The assessment shall include a written report and consultation to staff regarding the assessment and IEP recommendations. Assessment shall be conducted and report submitted within 60 calendar days from the district's receipt of the assessment plan.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay up to \$750.00 per **ASSESSMENT**, not to exceed a total of \$ 7,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2006 and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

01-6500-0-5770-1180-5800-800-2512
Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

(1) Whenever organizational names are used, the authorized signature must include title, such as president.

(2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

File: CntrctSrvcs.dot

Disk: S:\shared



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 3, 2006
Subject: Ratify Master Contract and Individual Services Agreements with Children's Home of Stockton

BACKGROUND: The Board has approved a Master Contract with Children's Home of Stockton for the last nine years. Also approved were Individual Services Agreements for ten different special education students. At present, there are eight Tracy Unified School District students attending Children's Home of Stockton. Several students requiring non-public school placements moved here during the 2005-2006 school year. The number of students attending Children's Home at any given time has some level of variability. Ratification is necessary due to the fact the IEP's are in place and the children currently attending CHS will do so for the duration of the 2006-2007 school year.

RATIONALE: These children were placed in a structured environment not available in the public school setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. When a new student moves into a school district, the new district is obliged to provide the same level of service as is listed on the IEP. This request supports Strategic Goal #2 "Create Quality Learning Environments".

FUNDING: Contract expenses for basic services for the eight currently attending students are \$141.00 per day including \$33.19 per day for transportation. Invoice charges for these service agreements will not exceed \$348,380.00. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenses are funded through 602 funding for special education. NPS expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreements with Children's Home of Stockton.

Prepared by: Nancy E. Flynn, Director of Special Education

Tracy Joint Unified School District

CONTRACT YEAR -- 2006-2007

**AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

(Education Code Section 56157, 56365, et. seq.)

DEFINITIONS

- A.** This Master Contract is made and entered into this 1st day of July, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and Children's Home of Stockton (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

- 1.1. This contract may only be modified or amended by a written document executed by CONTRACTOR and LEA.
- 1.1.1. This contract shall include an ISA prepared by the LEA within three (3) business days in accordance with the IEP for each pupil who is scheduled to receive special education and/or designated instruction services through a NPS/A.
- 1.2. Changes in any educational instruction, services or placement provided under the contract may only be made on the basis of revisions to a pupil's IEP on the IEP forms of the LEA, mediated agreement, an order from the Office of Administrative Hearings Special Education Unit ("OAH"), and/or an order rendered by a court of competent jurisdiction.
- 1.3. At any time during the term of the contract, the parent, NPS/A or LEA may request a review of a pupil's IEP, subject to all procedural safeguards required by law.
- 1.4. Changes in the administrative or financial agreements of the contract which do not alter the ISA that outlines each pupil's educational instruction, services or educational placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.
- 1.5. Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

2. RENEWAL OF CERTIFICATION

- 2.1. The NPS shall provide the SELPA in which they are located with written notification of its intent to seek recertification per EC 56366.1 and no later than September 30th.

3. NOTICES

All notices involving: 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subcontractor's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service.

Notices/bills mailed to LEA shall be addressed to:
Attention:

Nancy E. Hopple, Director of Special Education

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy CA 95376

City **State** **Zip**

209-830-3270 209-830-3274

Phone **Fax #**

Notices to CONTRACTOR:

Mike Dutra, Director

Name

Children's Home of Stockton

Nonpublic School/Agency

430 N. Pilgrim St.

Address

Stockton CA 95205

City **State** **Zip**

209-466-0853 209-466-0946

Phone **Fax#**

4. **DISPUTES**

- 4.1. Disagreements between LEA and CONTRACTOR concerning the meaning, requirements or performance of this contract shall be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction or designee when the County Superintendent is a party to the contract. The County Superintendent, or the State Superintendent, or designee, shall render a decision in writing which shall be binding upon the parties.

5. **SUBCONTRACTOR AND ASSIGNMENT**

- 5.1. This contract binds the successors, assignees, agents and representatives of CONTRACTOR.
- 5.2. CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this contract without first obtaining written approval from LEA.
- 5.2.1. Such approval shall be attached and made part of this contract, as well as the contract with the subcontractors.
- 5.2.2. Subcontracts shall be entered into only with NPS/As certified by the CDE. If a NPS/A certified by the CDE is not available, subcontracts may be entered into with personnel who are licensed according to Title V regulations.
- 5.3. During the entire term of this contract and any extension or modification thereof, CONTRACTOR assures LEA that subcontractors shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$500,000 for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 5.3.1. The CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the CONTRACTOR and the LEA at least thirty (30) days prior to cancellation or material change in coverage.
- 5.4. CONTRACTOR assures LEA that subcontractors providing transportation shall keep in effect a liability insurance policy providing at least \$3,000,000 coverage, per occurrence.
- 5.4.1. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA. Certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

6. **INDEPENDENT CONTRACTOR STATUS**

- 6.1. This contract is between two independent entities, is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

7. **CONFLICT OF INTEREST**

- 7.1. CONTRACTOR agrees to furnish to LEA a copy of its current list of bylaws, and a current list of its Governing Board of Directors (or Trustees), if it is incorporated.
- 7.2. CONTRACTOR promises and attests that the CONTRACTOR and any member of Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.
- 7.3. No employee, staff member, volunteer, officer, agent, consultant or member of the Board of Directors of CONTRACTOR and no employee, staff member, volunteer, officer, agent, consultant, or member of the Board of Directors of any of the CONTRACTORS' related entities shall serve as a surrogate parent for a student receiving educational services at CONTRACTOR'S NPS.

8. TERMINATION

- 8.1. This Master Contract may be terminated with cause during the effective period of the Contract. The contract may be terminated without cause at any time during the effective period if the parties mutually agree in writing to such early termination.
- 8.1.1. To terminate the contract with cause, either party shall give twenty (20) days written notice prior to the date of the termination.
- 8.1.2. LEA shall not be required to give twenty (20) days notice of termination when the health and/or safety of student/staff are endangered.
- 8.1.3. Prior to the termination of this agreement for cause, LEA will provide written notice to the NPS of the conditions that, in the opinion of LEA, are grounds for a termination for cause.
- 8.1.3.1. The NPS shall have ten (10) business days to respond in writing to these concerns.
- 8.1.3.2. Within ten (10) business days of the NPS response, LEA and NPS shall meet to agree upon a Plan of Correction by which the NPS can correct and resolve the final agreed upon items that must be corrected to prevent termination.
- 8.1.3.3. Following the development of the Plan of Correction, the NPS shall have ten (10) business days to implement all agreed upon corrections and to provide written notification to the LEA of the successful completion of the changes.
- 8.1.3.4. This provision shall not apply if Section 8.1.2 is invoked due to a health and/or safety risk to the students.
- 8.1.4. Upon termination of CONTRACTOR, LEA shall pay without duplication, for all services not under dispute and for verified expenses incurred to date of termination.
- 8.2. In consideration of this payment, CONTRACTOR waives all right to any further payment or damage, and shall turn over to LEA everything pertaining to its services hereunder possessed by CONTRACTOR or under its control at the time of termination.
- 8.3. When the LEA becomes aware that the pupil's education is no longer its responsibility, the LEA shall provide written notice within one (1) business day to CONTRACTOR for termination of the ISA.
- 8.4. The LEA shall not terminate an ISA because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.

9. INSPECTION AND AUDIT

- 9.1. CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law.
- 9.2. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information.
- 9.3. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.
- 9.4. Commencing July 1, 2006 the NPS shall submit the following to the CONTRACTOR: 1) separate financial records for each entity a NPS/A operates with each entity identified separately from any licensed children's institutions (LCI) it operates, and 2) an annual budget for each entity demonstrating that rates are reasonable to support the operation shall be submitted by June 1st of each contract year. An entity wide annual audit shall be submitted that clearly documents the amount of monies received and expended on the education program provided by the NPS shall be submitted no later than 7 months following completion of the fiscal year. Relationship between various entities operated by the same entity shall be documented.

10. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless LEA and its governing board, officers, officials, employees, agents and volunteers from and against all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation, regardless of the forum of the litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of services under this contract or its failure to comply with any of its obligations contained in this contract, except such loss or damage which was caused by the sole negligence or willful misconduct of LEA.

11. INSURANCE

- 11.1. During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$3,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 11.2. No later than the effective date of this contract, CONTRACTOR's insurer shall provide LEA with satisfactory evidence of the insurance required by this section. CONTRACTOR will send written notice of cancellation to the LEA at least thirty (30) days before cancellation of/or material change to the coverage specified in 11.1 above.
- 11.3. CONTRACTOR shall, at its own cost and expense, procure and maintain insurance under the Worker's Compensation law. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.
- 11.4. CONTRACTOR recognizes that the LEA's insurance requirement may be revised in terms of limits and/or coverage. If LEA determines that additional coverage is necessary, LEA will reopen negotiations to discuss the cost of this additional coverage.
- 11.5. LEA shall be named as an additional insured for all liability arising out of operations by or on behalf of the CONTRACTOR hereunder. CONTRACTOR's insurance provided herein shall be primary and no insurance held or owned by the LEA shall be called upon to contribute to a loss.

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- 12.1. In addition to the certification requirements set forth in Sections 56366 and 56366.1, a NPS/A that provides special education and related services to an IWEN shall certify in writing to the superintendent that it meets all of the following requirements:
 - 12.1.1 It will not accept a pupil with exceptional needs if it cannot provide or ensure the provision of the services outlined in the pupil's IEP.
 - 12.1.2 Pupils have access to the following educational materials, services, and programs to the extent available at the LEA in which the NPS/A is located.
 - 12.1.2.1 Standards-based, core curriculum and the same instructional materials used by the LEA in which the NPS/A is located.
 - 12.1.2.2 College preparation courses.
 - 12.1.2.3 Extracurricular activities, such as art, sports, music, and academic clubs.
 - 12.1.2.4 Career preparation and vocational training, consistent with transition plans pursuant to state and federal law.
 - 12.1.2.5 Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

12.1.3 The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.

12.1.4 The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.

12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.

12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.

12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs.

CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

13.1. For the purpose of the contract, a parent is the natural parent, adoptive parent, legal guardian or surrogate parent who is appointed by the District (LEA) in compliance with EC 56050 or as otherwise provided by law.

13.2. CONTRACTOR acknowledges and agrees that under legally defined circumstances, the LEA is the entity that has the authority to appoint a surrogate parent for students under its jurisdiction and receiving educational services at CONTRACTOR'S NPS.

13.3. In addition, CONTRACTOR acknowledges and agrees that only a parent who holds educational rights for his/her child may designate another adult individual to represent the interests of his/her child for educational and related services.

14. DEFINITION OF DAY

14.1. For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

15. QUALIFIED PERSONNEL AND CLASS SIZE

15.1. CONTRACTOR shall provide appropriately credentialed teachers and substitute teachers, licensed personnel and class size consistent with the California laws and regulations and published LEA requirements existing at the time of CONTRACTOR's execution of this contract. This is in effect unless the CDE has granted a written waiver with respect to state laws, regulations or the LEA with respect to its requirements.

15.1.1. CONTRACTOR, pursuant to Title V § 3064, shall deliver instruction by utilizing personnel who possess a credential authorizing the holder to deliver special education instruction according to the age range and disabling conditions of the students.

15.1.2. CONTRACTOR shall insure that the ratio of credentialed teachers to students is no greater than 1:12. CONTRACTOR is to include auxiliary personnel as needed to ensure a ratio of no less than 1 adult to 6 students.

15.1.3. CONTRACTOR shall ensure that staff providing behavior intervention implementation services are qualified and that pupils are receiving the specific level of supervision required by the pupil's IEP. (Title V, Regulation 3001(e))

- 15.2. CONTRACTOR shall comply with EC 45340 through 45356 regarding qualifications of instructional aides and teacher assistants and EC 45349 for volunteers.
- 15.3. Upon submission of the master contract, at the start of each school year, CONTRACTOR shall provide LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, subcontractors, and agent.
 - 15.3.1. CONTRACTOR shall immediately notify LEA and CDE in writing and provide copies of appropriate credential(s) and/or license(s) if a change of staff occurs that directly affects the pupils.
- 15.4. CONTRACTOR shall be responsible for assuring that all fingerprint clearances, credentials, and licenses held by its employees, agents and subcontractors are valid. Education credentials shall be on file at the office of the County Superintendent of Schools. Copies of credentials, licenses, certificates and authorizations for specific agency services shall be attached to this contract.
- 15.5. CONTRACTOR shall notify LEA within three (3) business days in writing and provide copies of appropriate credentials and/or license(s) if a change of staff occurs which directly affects the pupils. CONTRACTOR shall immediately notify LEA in writing when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- 15.6. CONTRACTOR shall provide copies to LEA of all licenses, credentials, and/or documents evidencing other qualifications of a newly employed, contracted, and/or otherwise hired individual before that individual begins providing special education and/or related services to LEA students.
- 15.7. CONTRACTOR shall require all volunteers, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. CONTRACTOR shall certify in writing to the LEA at the beginning of each new contract year that CONTRACTOR has complied with EC 44237 AND 45125.1.
- 15.8. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is employed, contracted, and/or otherwise hired.
- 15.9. CONTRACTOR shall require submission of written assurances from subcontractors that they have met fingerprint requirements.
- 15.10. When a classroom teacher is absent, CONTRACTOR shall always maintain the contractual teacher to student ratio of 1:12. After three (3) school days of absence of the classroom teacher, the CONTRACTOR shall attempt to employ a fully or emergency credentialed substitute teacher to cover the absent teacher's classroom. If unable to secure a substitute, the CONTRACTOR may reconfigure classes to ensure that students have supervision/instruction by another person with a credential and, at the same time, maintain the contractual teacher to student ratio of 1:12. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain in the classroom during all instructional time.
 - 15.10.1 This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to the requirements.

16. SCHOOL CALENDAR

- 16.1. CONTRACTOR shall submit a school calendar with the total number of billable days not to exceed 180 instructional days plus such additional days approved in writing by LEA.
- 16.2. Extended School Year (ESY) will be offered for a minimum of twenty (20) days for students in grades preK-12, unless otherwise indicated in the student's IEP.

17. ATTENDANCE ACCOUNTING/REPORTING

- 17.1. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the ISA for each pupil.

- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
 - 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP.
 - 17.2.2. CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, Tracy Unified School District shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.) and when the student returns to school.
- 17.5. CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's/parent's residence.
- 17.6. Within one (1) business day after CONTRACTOR becomes aware of pupil's and/or parent's change of residence, the CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence.
 - 17.6.1. Costs for services delivered after the actual date of a pupil's change of residence to another district will not be the responsibility of the LEA.
 - 17.6.2. If the pupil is a Chapter 26.5 eligible student enrolled in a residential NPS placement covered by this contract and the pupil's parent moves to another SELPA, the current SELPA will be fiscally responsible for NPS placement and service as outlined in the pupil's IEP until the end of the current fiscal year. Provisions of McKinney Vento (homeless) legislation will be followed.
- 17.7. CONTRACTOR shall immediately report by telephone and fax to LEA Tracy Unified School District if a pupil is disenrolled from the NPS by the parent.
 - 17.7.1. CONTRACTOR shall confirm such telephone call in writing.
- 17.8. No later than the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA, Attn: Nancy E. Hopple, Director of Special Education.
 - 17.8.1. If CONTRACTOR fails to provide such notice after the 4th consecutive absence, the CONTRACTOR shall not be compensated for services delivered after the 4th day of absence.
- 17.9. For students whose parents live in the district and for students residing in Licensed Children's Institutions or Foster Family Homes, the LEA shall reimburse CONTRACTOR for five (5) excused absences per semester.
 - 17.9.1. Other than the allowable five (5) excused absences per semester, CONTRACTOR's payment will be based on the student's actual attendance at the site where the NPS/NPA service is to be provided per student's IEP. For this provision, ESY will be considered part of the previous semester.
 - 17.9.2. For each absence over the allowed five (5) excused absences per semester, the aforementioned reimbursement/payment will be reduced by the local daily revenue amount, \$32.60. All appropriate claims for the allowable excused absences must be verified and maintained by the service provider.
 - 17.9.2.1. The excused absence verification/documents shall be sent with the attendance register to the LEA with the signature of the person providing the service (i.e., teacher/occupational therapist/speech therapist).

18. INSTRUCTIONAL MINUTES

- 18.1. The total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools and shall be specified in the ISA developed for each pupil.

- 18.1.1. Unless otherwise specified on the student's IEP, the number of instructional minutes per day shall be the following, which includes recess, lunch and passing time.
 - 18.1.1.1. 150 instructional minutes for pre-kindergarten,
 - 18.1.1.2. 200 instructional minutes for kindergarten,
 - 18.1.1.3. 300 instructional minutes for elementary grades one through eight, and
 - 18.1.1.4. 360 instructional minutes for secondary grades nine through 12.
- 18.1.2. Minimum day is equal to 240 instructional minutes, which includes breaks, recess, and lunch.
- 18.2. The total number of annualized minutes of instruction shall be equivalent to those provided to other students in the LEA.
- 18.3. Lunch and breaks may only be considered instructional time if the student requires goals and objectives for that time and are written in the IEP.

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

- 19.1. The CONTRACTOR is responsible for providing the student's special education teacher and the DIS or personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP as well as available assessment information (e.g.: psycho-educational reports).
- 19.3. A NPS shall ensure the opportunity for private and confidential communication between a pupil of the NPS and any member/s of the IEP team, at the pupil's discretion. The NPS shall provide the LEA with documentation of the method that students are given with respect to the opportunity to speak confidentially to any member of the IEP team. Students shall be notified of this right in a manner consistent with their developmental capacity. The LEA shall be permitted to meet privately and confidentially with the student upon request. NPS shall provide an appropriate area for such meeting.
- 19.4. The LEA shall conduct an annual evaluation as part of the IEP process of whether the placement is the LRE to meet the student's needs.

20. INSTRUCTION/CURRICULUM

- 20.1. CONTRACTOR shall provide pupils a program of educational instruction and services within the NPS/A, which is consistent with each pupil's IEP as specified in each pupil's ISA .
- 20.2. The general program of instruction provided to pupils under ISA shall be responsive to the LEA's required sequence of courses and related curriculum for pupils as well as the California Department of Education Guidelines related to best practices for specific disabilities (e.g., learning handicapped, emotionally disturbed, etc.).
 - 20.2.1. Courses provided by the CONTRACTOR shall parallel the LEA's courses and will be designated by grade level.
- 20.3. CONTRACTOR shall provide pupils a written course of study (EC 33190, 51014) designed to meet or exceed standards for graduation. This shall be described in writing and a copy provided to LEA prior to the effective date of this contract.
 - 20.3.1. It is expected that a student's schedule would reflect those classes that are required for graduation, if on a graduation track. The ESY program should be designed to offer core academics unless otherwise specified on the pupil's IEP.
 - 20.3.2. For a student to be eligible for off-grounds work experience, the student must have achieved a measurable level of responsibility and independence, close to emancipation, or about to be eligible for mainstreaming. It is expected that there would be constant, appropriate, and/or mutually approved supervision of the student. At no time, should a student be unsupervised.

- 20.4. Designated instruction and services provided by a NPA will only be provided during the period of the pupil's regular or extended school year program, or both unless otherwise specified by the pupil's IEP.
- 20.5. CONTRACTOR shall have a plan to implement transition services as stated in the IEP.
- 20.6. CONTRACTOR agrees to use IEP forms/format of the LEA.

21. NUTRITION

- 21.1. The CONTRACTOR is required by the State Meal Mandate (EC 49550) to provide nutritious meals to needy children. Lunch shall be served as close as possible to the mid-day of the instructional program.

22. DISCIPLINE

- 22.1. CONTRACTOR shall certify in writing to the superintendent that it has and abides by a written policy for pupil discipline that is consistent with State and Federal law.
- 22.2. CONTRACTOR shall abide by established LEA policies on prohibition of corporal punishment, pupil transfer, suspensions and expulsions, and positive behavioral interventions.
- 22.3. The site principal of the NPS shall comply with Education Code in fulfilling their responsibilities and duties with respect to the suspension of students.
- 22.4. CONTRACTOR shall have a written policy regarding suspension and expulsion procedures.
- 22.5. CONTRACTOR shall immediately notify and provide written documentation to LEA each time a pupil is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and attached copy of behavioral intervention plan.

23. MONITORING

- 23.1. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA.
- 23.2. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, review service logs and related documentation, including the behavioral intervention plan, if any.
- 23.3. CONTRACTOR agrees that LEA representative may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR's site administrative office.
- 23.3.1. The superintendent shall monitor the facilities, the educational environment and the quality of the educational program including the teaching staff, the credentials authorizing service, the standards based core curriculum being employed and the standard focused instructional materials used on a three year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.
- 23.3.2. CONTRACTOR shall participate in any District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- 23.3.3. CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and Self Review in accordance with requirements of CDE.
- 23.3.4. CONTRACTOR understands that LEA reserves the right to institute a program audit/review. The program audit/review may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

- 23.4. CONTRACTOR will make site's logs available for inspection by the LEA for: fire drill (EC 32001), and earthquake/disaster drills (EC 35295-35297).
- 23.5. CONTRACTOR will make available for inspection by the LEA, a current listing of names and positions of employees who have access to confidential records. (34CFR 300.572(d)).
- 23.6. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 23.7. CONTRACTOR will maintain an access log delineating: date, time, purpose of access, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR.
- 23.7.1. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records.
- 23.8. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and EC §49060 et. seq. and §56000 etc. seq.
- 23.9. CONTRACTOR assures LEA that prescribed and non prescribed medications, are distributed at school only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is to be taken. All medication shall be kept in a secure location preventing access by students and unauthorized individuals. CONTRACTOR shall also assure LEA that there is a written statement from the parent/guardian or authorized legal agent giving the school permission to dispense prescribed and non-prescribed medication to the student. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to student.
- 23.10. The LEA will assure that the NPS is in compliance with EC 56366.9 and Sec 1501.1(b) of the Health & Safety Code indicating that children with various handicapping conditions may be placed in the same educational facility and this decision will be made on the basis of individual need under the jurisdiction of a legally constituted IEP team meeting. In addition, if CONTRACTOR is also a licensed childcare institution (LCI), such CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in EC § 56366.9. An LCI at which an individual with exceptional needs (IWEN) resides shall not require as a condition of residential placement that it provide the appropriate educational program to that IWEN through a NPS/A owned, operated by or associated with an LCI. Those services may only be provided if the SELPA determines that appropriate public alternative educational programs are not available.
- 23.10.1. The CONTRACTOR will inform other placing agencies of the requirements of 56366.9 and provide the LEA documentation of such.
- 23.11. Oversight and evaluation is accomplished through annual educational progress reports toward the attainment of the goals and objectives as specified in the IEP, written serious incident reports and unannounced site visits.

24. **PARENT ACCESS/RIGHTS**

- 24.1. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters.
- 24.1.1. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.
- 24.2. CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends.
- 24.3. LEA and CONTRACTOR shall jointly ensure that parents are notified of their rights, including the right to inspect their child's records and the right to due process.

25. VACATION/HOLIDAYS

25.1. LEA observes legal holidays including, but not limited to, the following: Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr.'s Day, Lincoln's Day, Washington's Day, and Memorial Day, as specified in the LEA's official calendar. CONTRACTOR will not be compensated for service provided on these school holidays.

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

- 26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).
- 26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the semester, ESY, or transfer according to the NPS's calendar.
- 26.2.1. Out-of-district transcripts will also be sent with the local CONTRACTOR's official transcripts when submitting to the Registrar of the school of residence, who will complete an integrated transcript. A copy of the transcripts will be sent to the SELPA Director or designee.
- 26.3. Prior to January 10th of each year, an anticipated graduation list will be sent to the Registrar of the school of residence. The LEA shall ensure that the school of residence provides diplomas/certificate of completion in accordance with IEP for any student who attended an NPS within the LEA and for whom the LEA has developed an ISA.

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

- 27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.
- 27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.
- 27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations per the IEP.
- 27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.
- 27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.
- 27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

28. PROGRESS REPORTING & ACCOUNTABILITY

- 28.1. CONTRACTOR shall send progress reports to the LEA and parent/guardian/surrogate within two (2) weeks of the end of each quarter of the NPS's calendar and within fourteen (14) calendar days after the end of Extended School Year.
- 28.2. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review by LEA's IEP team. When a pupil's enrollment is terminated, an updated exit form including withdrawal grades, enrolled courses and credits earned will be sent to the LEA.
- 28.2.1. CONTRACTOR shall complete academic or other assessment of the LEA student prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.
- 28.3. The NPS is subject to the alternative accountability system developed pursuant to section EC 52052, in the same manner as public school and each pupil placed in NPS by an LEA shall be tested by qualified staff of the NPS in accordance with that accountability program. The test results shall be reported by the NPS to the CDE and the LEA.
- 28.4. The NPS shall prepare a school accountability report (SARC) and provide a copy to the contracting LEA.
- 28.5. The superintendent shall conduct an investigation which may include an onsite visit of any NPS if there is evidence of a significant deficiency in the quality of educational services.
- 28.6. Upon receipt of notice of any alleged violation of EC 56366.9 or Section 1501(b) of the Health and Safety Code, the LEA's Uniform Complaint procedures shall be followed.

29. ACCIDENT/INCIDENT REPORTING

- 29.1. CONTRACTOR agrees to contact the LEA within one (1) business day, (phone) 209-830-3270, and complete a written accident/incident report or Behavioral Emergency Report within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Nancy E. Hopple when a student has suffered an injury that requires medical attention.
- 29.2. CONTRACTOR agrees to contact within one (1) business day and fax an incident report to the LEA within 5 working days when Contractor becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, incidents involving law enforcement, allegations of molestation, child abuse, injuries resulting from physical restraint, and incidents of students leaving campus without permission. In addition, immediately after a student is determined to have been absent without permission during the school day from CONTRACTOR'S NPS, CONTRACTOR shall notify the LEA, in writing of such absence.
- 29.3. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.
- 29.4. CONTRACTOR agrees to provide annual training to all employees regarding the mandated child abuse reporting laws set herein. CONTRACTOR agrees that all staff members will abide by such laws in a timely manner. Documentation of training shall be maintained in the employee's personnel file.

30. HEALTH AND SAFETY

- 30.1. CONTRACTOR shall require that all regular and substitute employees and volunteers provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.
- 30.2. CONTRACTOR agrees all employees, volunteers, and any other individual who may come into contact with a student on school grounds will be notified of and will follow universal health care precautions when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training to all employees and volunteers regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.
- 30.3. The superintendent shall conduct an onsite investigation of a NPS/A at anytime without prior notice if there is substantial reason to believe that there is immediate danger to the health, safety or welfare of a child.

31. EMERGENCY PRECAUTIONS

- 31.1. CONTRACTOR shall keep on file a detailed disaster plan containing complete written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to an earthquake, attack of school personnel and/or student by an individual, fire disaster, lockdown, intruder, bomb threat, medical emergencies and/or power outage. CONTRACTOR agrees to maintain and keep available for inspection by LEA or District representative a log containing the date, time, and length of all practice disaster drills completed between August 1st and July 31st during the current school year, as well as all practice drills completed during the previous three (3) years.
- 31.2. CONTRACTOR shall report within three (3) business days to LEA any violations or items found out of compliance by the fire marshal during the inspection of the premises and accompanying buildings. CONTRACTOR shall have in place an operational fire warning system that complies with all required state and federal laws. CONTRACTOR shall also have occupancy capacity signs clearly posted in all rooms if required in the California Health and Safety Code and/or by the Fire Marshal.

32. SEXUAL HARRASSMENT

CONTRACTOR shall have procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute or give the appearance of sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall allow the LEA to participate in said investigations when it involves a student. CONTRACTOR further agrees to provide annual training to all employees and students regarding regulations concerning sexual harassment and related procedures.

33. APPROPRIATE THERAPY SPACE

- 33.1. CONTRACTOR will make available appropriate therapy space for DIS providers. This space shall be free from distraction and safe for students in order to provide effective services.

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

- 34.1. CONTRACTOR shall ensure that all staff who are not fully credentialed are directly supervised by a person who possesses a full and appropriate credential. Supervision shall include, but not be limited to, direct access by staff to his/her supervisor on a daily basis for technical support, guidance and emergency interventions in order to provide FAPE to students.

35. BEHAVIOR MANAGEMENT

35.1. CONTRACTOR shall provide a description of the school's behavior management system, incident reporting procedures, and name(s) of the school's certified Behavior Intervention Case Manager(s) (BICM). CONTRACTOR shall ensure that all staff are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions set forth in California EC §§56520-56524 and California Code of Regulations Title 5, §3001 and §3052. BICMs shall provide assistance which includes: data collection for behavioral issues, formulation of positive behavioral support plans, conducting Functional Behavior Assessment, Functional Analysis of Assessment and Behavior Intervention Plans.

36. STUDENT RETURN TO DISTRICT

36.1. When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist in the implementation of the IEP team recommendation. The CONTRACTOR shall immediately notify the LEA, if the transition to the public schools identified by the IEP team is not carried out. This may include, but not be limited to the facilitation of: dual enrollment, course scheduling, transportation arrangements and other student supports.

37. SCHOOL CLOSURE

37.1. CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEPs and results of district-required testing.

38. OTHER PROVISIONS

- 38.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
- 38.2. CONTRACTOR assures LEA that it does not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

39. INDIVIDUAL SERVICE AGREEMENTS

- 39.1. This contract shall include an ISA developed for each LEA student who is to receive special education and/or related services provided by CONTRACTOR. Related services will be provided as indicated on the IEP and ISA. Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the student's IEP, mediated agreement, an order from OAH and/or an order rendered by a court of competent jurisdiction. ISAs are terminated on the same date as termination of the Master Contract.
- 39.2. CONTRACTOR shall not unilaterally terminate any ISA for a student suspension. CONTRACTOR shall obtain written authorization from LEA before terminating any ISA for reasons other than suspension.
- 39.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.

40. PAYMENT PROVISION

- 40.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 40.2. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for reimbursement under California law. (EC 46010 et seq.) Per diem rates for pupils whose IEP's authorize less than a full instructional day shall be adjusted on a pro rata basis

in accordance with the actual proportion of the school day served for elementary school age students and periods for middle and high school age students.

- 40.3. Original attendance forms submitted to the LEA with invoices for payment must be completed and signed by the person providing the service, (i.e., teacher/occupational therapist/speech therapist). CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment, and shall inform service providers of their responsibility for the services being reported as rendered.
- 40.4. CONTRACTOR shall submit monthly written invoices for payment. Such invoices shall be submitted on a form, and in the manner prescribed by the California Department of Education.
- 40.5. CONTRACTOR shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered.
- 40.6. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice or the LEA shall notify the NPS within ten (10) working days of any reason why the requested payment shall not be paid.
- 40.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 40.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 40.8. If the LEA fails to comply, the NPS may require the LEA to pay an additional amount of 1 ½ percent of the unpaid balance per month until the full payment is made.

41. RIGHT TO WITHHOLD

- 41.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
 - 41.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
 - 41.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
 - 41.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
 - 41.1.4. CONTRACTOR has failed to provide to LEA proper rebilling invoices within thirty (30) calendar days from the date that the original invoice was returned to CONTRACTOR;
 - 41.1.5. CONTRACTOR has not performed a service identified on the invoice;
 - 41.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
 - 41.1.7. CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure;
 - 41.1.8. CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; and/or
 - 41.1.9. CONTRACTOR's service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Tracy Unified School District;
- 41.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
 - 41.2.1. Such notice shall specify the basis for LEA's withholding payment.
 - 41.2.2. Within ten (10) business days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment.

41.2.3. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to respond by an additional ten (10) business days.

42. AUDIT EXCEPTIONS

- 42.1. CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract.
- 42.2. CONTRACTOR also agrees to pay to LEA within forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing.
- 42.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 42.4. Within three (3) business days, CONTRACTOR shall notify the LEA in writing when CONTRACTOR is unable to provide services to meet the requirements of this contract.

43. MAINTENANCE OF RECORDS

- 43.1. The following records shall be maintained by CONTRACTOR:
- 43.1.1. All student records, including by way of illustration and not limitation, assessment information, evaluations (including test protocols), progress reports, incident reports, discipline reports, comment sheets, meeting summaries regarding students, registers, grade books, and roll books of teachers; daily service logs or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); staff lists specifying credential held, business licenses held, documents evidencing other qualification, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state NPS/A certifications; bylaws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.
- 43.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

44. TERM OF CONTRACT

- 44.1. During the term of this Agreement, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA, and other local statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to: the required special education services, facilities for IWENs, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.
- 44.2. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services to be provided.
- 44.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 44.4. Should any provision in this contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

44.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

44.6. This contract is effective on 7/1/06 and terminates at 5:00 p.m. on 6/30/07 unless sooner terminated as provided herein.

RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and subcontractor, if applicable and the charges for such service(s) during the term of this contract, shall be as follows:

➤ <u>BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for each student</u>	<u>\$141.00</u>	<u>180 days</u>

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	<u>\$33.19</u>	<u>230 days</u>
b) Transportation – One Way	<u> </u>	<u> </u>
c) Transportation – 1 on 1 Rider (per IEP)	<u> </u>	<u> </u>
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	<u> </u>	<u> </u>
2) Counseling		
a) Educational Counseling – Individual	<u> </u>	<u> </u>
b) Educational Counseling – Group	<u> </u>	<u> </u>
c) Counseling – Parent	<u> </u>	<u> </u>
3) Adapted Physical Education	<u> </u>	<u> </u>
4) Language/Speech		
a) Language/Speech Therapy-Individual	<u> </u>	<u> </u>
b) Language/Speech Therapy-Group	<u> </u>	<u> </u>
5) Orientation/Mobility Training	<u> </u>	<u> </u>
6) Occupational Therapy	<u> </u>	<u> </u>
7) Physical Therapy	<u> </u>	<u> </u>
8) Aides	<u> </u>	<u> </u>
9) Other <u>Extended School Year</u>	<u>107.71</u>	<u>50 days</u>
10) Other <u> </u>	<u> </u>	<u> </u>

**** Partial Day Rate** shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day -- minutes for students (# of minutes /total number of minutes X daily rate = partial day rate). This formula will be used to calculate rate for the ISA for less than a full day, e.g., extended school year, mainstreaming, reduced attendance.

NOTES:

CONTRACTOR

Nonpublic School/Agency

Contracting Officer's Date
Signature

Name and Title (type) Date

Tax I.D. # _____

LEA

Dept Approval :
Nancy E. Hepple 9/28/06
Nancy E. Hepple, Director of Special Education

Deputy Superintendent's Signature Date
Educational Services

Assistant Superintendent's Signature Date
Business Services
(Authorized Representative and Contracts Supervisor)

INDEX

General Provisions/Definitions	1
1. Modifications and Amendments	2
2. Renewal of Certification	2
3. Notices	2
4. Disputes	3
5. Subcontractors and Assignments	3
6. Independent Contractor Status	3
7. Conflict of Interest	3
8. Termination.....	4
9. Inspection and Audit	4
10. Indemnification	5
11. Insurance	5
12. Free and Appropriate Public Education (FAPE)	5
13. Definition of Parent	6
14. Definition of Day	6
15. Qualified Personnel and Class Size	6
16. School Calendar	7
17. Attendance and Accounting/Reporting	7
18. Instructional Minutes	8
19. Individualized Education Plan (IEP)	9
20. Instruction/Curriculum	9
21. Nutrition	10
22. Discipline	10
23. Monitoring	10
24. Parent Access/Rights	11
25. Vacation/Holidays	12
26. Graduation/Diplomas/Transcripts	12
27. Assessments/Grading Policies/Transition	12
28. Progress Reporting	13
29. Accident/Incident Reporting	13
30. Health and Safety	14
31. Emergency Precautions	14
32. Sexual Harassment	14
33. Appropriate Therapy Space	14
34. Administrative Duties and Supervision of Staff	14
35. Behavior Management.....	15
36. Student Return to District	15
37. School Closure	15
38. Other Provisions	15
39. Individual Service Agreements	15
40. Payment Provisions	15
41. Right to Withhold	16
42. Audit Exceptions	17
43. Maintenance of Records	17
44. Term of Contract	17
Signature Page.....	19

**Notification of Intent
to Renew Nonpublic, Nonsectarian School/Agency
Certification**

Date: 9/29/06

To: Name of Special Education Local Plan Area (SELPA): Tracy Unified

From: ☒ Name of Nonpublic School (NPS): Children's Home of Stockton - Pilgrim St. NPS

Address: 430 N. Pilgrim Street Stockton, CA. 95205

Site Administrator: Michael Dutra Telephone: (209) 466-0853

☐ Name of Nonpublic Agency (NPA): _____

Address: _____

Site Administrator: _____ Telephone: _____

Education Code Section 56366.1(b)(1) requires the applicant to provide the special education local plan area in which the applicant is located with the written notification of its intent to seek certification or renewal of its certification to provide services for individuals with exceptional needs.

SELPA USE ONLY

SELPA representative to sign below:

I am the representative of the SELPA in which the applicant is located. I have been notified of the intent of the school or agency named above to be re-certified by the California Department of Education as a nonpublic, nonsectarian school/agency providing services for individuals with exceptional needs. I have reviewed the renewal application and have had the opportunity to provide input on all required components of the application, including the curriculum/course of study and instructional materials for the nonpublic school.

Printed Name of SELPA: Tracy Unified

Printed Name of SELPA Representative: Nancy Hopple, Dir. Spec Ed.

Signature of SELPA Representative: Nancy Hopple

Please return this signed verification to the applicant named above for submission to the California Department of Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~Dr.~~ October 2, 2006
SUBJECT: Approve the Ranka's Marionette Theater, at McKinley Elementary to be held on November 17, 2006.

BACKGROUND: The Ranka's Marionette Theater is a beautiful and entertaining extravaganza that covers a wide range of musical genres – from rock to opera. This show is appropriate for kindergarten through eight grade. For 40 minutes they will see an enchanting tour of world cultures through folk literature, Animal Stories presents folktales and fables from Africa, Asia, Europe, and the Americas. Each story is carefully retold and enhanced with ethnic music. Ranka the creator and performer of Animal Stories, is from Sweden. Ranka trained with two of Europe's master puppeteers, and in 1970 she began creating her own productions. She has performed extensively in America since 1978 – including shows sponsored by the John F. Kennedy Center for the Performing Arts and the Los Angeles Philharmonic Open House at the Hollywood Bowl.

RATIONALE: The plays are designed to be enjoyed by all children in grades K – 5. The style allows the audience to get a feel for live theater and attempts to dispel the barriers which occur between audience and actor. So much entertainment for the young today is passive, often with the children sitting in front of the television having almost no interaction with the people and events that they see. Their goal is to bring education and culture together through music and folk literature. This supports strategic goal #1, Quality Curriculum.

FUNDING: No expense will be incurred by McKinley School; the \$750.00 fee will be paid for by our Parent Club.

RECOMMENDATION: Approve the Ranka's Marionette Theater, at McKinley Elementary to be held on November 17, 2006.

Prepared by: Laurie Fracoli, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Ranka's marionette Theatre, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: 2 assemblies
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of three (3) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location mckinley school mpr
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 750⁰⁰ per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 750⁰⁰. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 17, 2006 and shall terminate on November 17, 2006
5. This agreement may be terminated at any time during the term by either party upon _____ day's written notice.
6. Contractor shall contact the District's designee, Laurie Fracoli at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

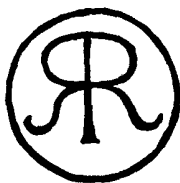
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



RANKA'S MARIONETTE THEATRE

May 26, 2006

INVOICE

Tax ID# 94-2663282

Laurie Fracoli
Principal
McKinley School
800 West Carlton Way
Tracy 95376

Tel: 209-830-3319

Dear Ms. Fracoli:

I am confirming the assembly you booked. Please check the information below, sign, and return a copy to me.

Thank you for arranging this assembly. If you have any questions, feel free to contact me at any time.

Sincerely,

Scott Hill, Manager

* * * * *

Assembly Date: November 17, 2006

Program: **Musical Revue**

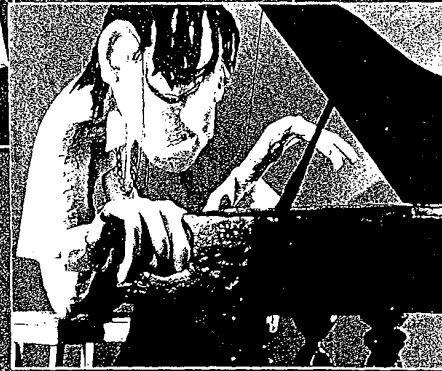
Assembly Times: 1:00 PM
2:00 PM

ARRIVAL TIME: 11:30 AM

Total Cost: \$750.00

Signed: _____

Ranka's Musical Revue: This beautiful and entertaining extravaganza covers a wide range of musical genres - from rock to opera! This show is appropriate for kindergarten through grade eight and has been rated by hundreds of schools as one of their favorite assemblies. The performance includes Ranka's popular puppet-making demonstration, which shows students how to create their own wonderful puppets with easy-to-find, recyclable materials.



Ranka Gatu is from Sweden, and she trained with two of Europe's master puppeteers. In 1970 Ranka began creating her own shows and performing for school children in Europe. She has performed extensively in America since 1978 - including shows sponsored by the John F. Kennedy Center for the Performing Arts and the Los Angeles Philharmonic Open House at the Hollywood Bowl.



SCHOOL-DISCOUNTED PRICES

\$600 1st Assembly
\$150 2nd Assembly

For questions and
bookings, please call
707-578-5535 or
email: hill@sonic.net



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: October 13, 2006
Subject: Approve Agreement For Special Contract Service with Dr. Edward Higgins as Guest Director for the 2007 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

Background: Every year students are selected to perform in the District Honor Band and have a guest conductor. This year there are approximately 60 students who will participate in the Honor Band. Three Honor Band rehearsals will be held on February 1, 2, and 3, 2007. The Honor Band will perform in concert on February 3, 2007.

Rationale: It is important to have Dr. Edward Higgins as a Guest Director of this year's Honor Band as he will provide an opportunity for our students to work with an accomplished State University band director who is a highly respected international music educator. He will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. This meets Strategic Goal #1 – Providing a Relevant and Meaningful Curriculum and Goal # 6, Forming Partnerships.

Funding: The cost is a flat rate not to exceed a total of \$750.00. Funding will be provided by the District Visual and Performing Arts fund.

Recommendation: Approve Agreement For Special Contract Service with Dr. Edward Higgins as Guest Director for the 2007 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and EDWARD HIGGINS, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

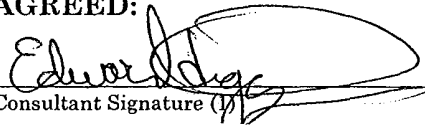
1. Contractor shall perform the following duties: SEE PAGE 3
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of _____ () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location WILLIAMS MIDDLE SCHOOL, TRACY, CALIFORNIA
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ N/A per HOUR/DAY FLAT RATE (circle one), not to exceed a total of \$ 750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL, [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on FEB. 1, 2007, and shall terminate on FEB. 3, 2007
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, BILL MEYER at (209) 831-5100 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:



Consultant Signature (1)

Social Security Number (2)

09/27/06

Date

Director of Bands

Title

Portland State University

Address Dept. of Music

P.O. Box 751

Portland, OR 97207

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

Dr. Higgins will organize and conduct three rehearsals and one concert.

Thursday, February 1, 2007	7:00 p.m. – 9:00 p.m.	Honor Band Rehearsal
Friday, February 2, 2007	7:00 p.m. – 9:00 p.m.	Honor Band Rehearsal
Saturday, February 3, 2007	8:00 a.m. – 12:00 p.m.	Honor Band Rehearsal
Saturday, February 3, 2007	3:00 p.m. – 4:30 p.m.	Honor Band Concert

Note: TUSD music teachers will organize and lead the January 27, 2007 honor band rehearsal.

school of
fine & performing arts

Support FPA

[FPA Home]

Music Home
Degrees Offered
Music Programs
Student Guide/Resources
Undergraduate
Graduate
Ensembles
Faculty & Staff
Events & News
Jobs
Sitemap

department of music

Music Home

Browse related Profiles topics: [Music](#)

Profile: Edward Higgins

A focused and experienced Director of Bands

Edward Higgins, D.M.A.
Associate Professor of Music
Wind Ensembles Coordinator

Office: 34 LH
Phone: 503.725.3051
Fax: 503.725.8215
E-mail: EHiggins@pdx.edu



Edward Higgins is currently serving in his first year as Director of Bands at Portland State University. Prior to this appointment, Dr. Higgins served as Associate Director of Bands at Washburn University. During his five year tenure, he co-directed the Washburn Symphonic Wind Ensemble to four appearances at the Kansas Music Educators Conference and one appearance at the College Band Directors National Association Regional Conference. An accomplished performer and conductor with over two decades of professional experience, Higgins began his musical career on high brass, receiving a bachelor's degree in trumpet from California Institute of the Arts. While completing bachelors and master's degrees in trumpet performance at the Juilliard School, he was a regular performer with the Lincoln Center Outreach Program. He earned his Doctor of Musical Arts Degree in conducting from the University of Missouri - Kansas City. His professional career began with two seasons as principal trumpet for the Spoleto Festival Orchestra (Spoleto Italy) during which time he appeared on a Grammy-award winning recording of Samuel Barber's Anthony and Cleopatra.

Higgins went on to become the Principal Trumpet of the Sacramento Symphony from 1983 - 1987. While in California, he earned a reputation as one of the state's leading brass educators, serving on artist faculties at the University of California-Davis, California State University at Sacramento, and Delta College. Higgins now performs exclusively on tuba and is a Yamaha Clinician. He currently serves as the principal tubist with the La Crosse (Wisconsin) Symphony and the St. Joseph (Missouri) Symphony Orchestras and formerly held the tuba post with the Missouri Brass. He has also recently appeared with the Kansas City and Topeka Symphonies.

His off campus conducting activities includes appearances with the La Crosse (WI) Symphony Orchestra Winds, Lawrence (KS) Chamber Orchestra and the La Crosse (WI) Municipal Band. He has studied conducting with Robert Halseth, Allan McMurry Tim Hankewich and Gary W. Hill and been a conducting symposium participant under Frederick Fennell, Alan McMurry, John Whitwell, and H. Robert Reynolds.

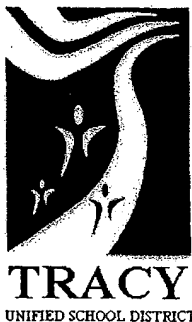
His recent edition of Robert Russell Bennett's Suite of Old American Dances is published by Hal Leonard Publishing and currently serves as the model for a new line of re-issued master works.

I want to...



give to PSU

FAQs | contact us | find people | maps/directions | sitemap | © 2006



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 10, 2006
SUBJECT: Approve Service Agreements for College AVID Tutors Janine Silvis, Sara Salmons, and Blythe Seegmille to Tutor AVID High School Students Throughout the 2006-2007 School Year.

BACKGROUND: AVID (Advancement Via Individualized Determination) is a national program that inspires students in the middle to reach a higher potential. When first selected, AVID students have grade point averages of 2.0 to 3.0. Selected students then take an AVID class. In AVID, the students experience more academic rigor by learning study skills, higher level thinking skills, and participating in tutorials. In a tutorial, the AVID student brings a math problem or other subject area challenge and the students work as a group to solve the problem. Currently, the tutorials are lead by older students. For example, high school AVID tutors work in middle school AVID classrooms. This model of using older students to tutor younger students has been effective in lower grades but as the AVID student reaches their senior year, the tutor is the same age and may even be enrolled in the same classes. AVID tutors participate in two days of training that qualify them to be a certified AVID tutor.

RATIONALE: The classic AVID model is to have college students tutor in AVID classrooms. Most districts employ college students to tutor. As the district now has its second senior AVID class, the need for college tutors at the senior class level becomes more evident. In addition, the AVID center requires that high schools have college tutors in order for the school to receive official AVID certification. As many of last years AVID tutors have graduated and are attending local colleges, there is a unique opportunity to employ them as AVID tutors in the senior level AVID classes. This meets Strategic Goal #4, Developing the Whole Student.

FUNDING: The AVID budget has set aside an allocation of \$8,000 to employ college tutors. College tutors will receive \$10 per hour and be able to tutor in senior AVID classes throughout the school year.

RECOMMENDATION: Approve Service Agreements for College AVID Tutors Janine Silvis, Sara Salmons, and Blythe Seegmille to Tutor AVID High School Students Throughout the 2006-2007 School Year.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and JANINE SILVIS hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Work as an certified tutor in AVID classrooms.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a total of **weekly schedule determined each semester**, under the terms of this agreement at the following location **Tracy High and West High Schools.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay 10.⁰⁰ (Flat Rate/Hourly), not to exceed a total of **\$5,000 dependent upon number of tutors**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - C. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☐] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **September 2996**, and shall terminate on **June 2007**.
5. This agreement may be terminated at any time during the term by either party upon **N/A (0)** days written notice.
6. Contractor shall contact the District's designee, **Rebecca Frame and Terri Sorgent**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Consultant Signature (1)

Social Security Number or TIN number (2)

Date

Title

Address

City/State/Zip

Phone Number

Date

Title

Account Number to be charged

Budget Approval

Date Approved by the Board

Send All Copies to the Business Office

- 1 Whenever organizational names are used, the authorized signature must include company title, such as president.
- 2 Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sara Salmons hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Work as an certified tutor in AVID classrooms.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a total of **weekly schedule determined each semester**, under the terms of this agreement at the following location **Tracy High and West High Schools.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$10.00 (Flat Rate/Hourly), not to exceed a total of **\$5,000 dependent upon number of tutors**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District ☐ **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - C. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS**, ☐ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **September 2006** and shall terminate on **June 2007**.
5. This agreement may be terminated at any time during the term by either party upon **N/A (0)** days written notice.
6. Contractor shall contact the District's designee, **Rebecca Frame and Terri Sorgent**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Sara Salmon
Consultant Signature (1)

[REDACTED]
Social Security Number or TIN number (2)

9/28/06
Date

AVID Tutor
Title

[REDACTED]
Address

Tracy, CA
City/State/Zip

[REDACTED]
Phone Number

_____ Date

_____ Title

_____ Account Number to be charged

_____ Budget Approval

_____ Date Approved by the Board

Send All Copies to the Business Office

- 1 Whenever organizational names are used, the authorized signature must include company title, such as president.
- 2 Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Blythe Seegmiller hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Work as an certified tutor in AVID classrooms.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a total of **weekly schedule determined each semester**), under the terms of this agreement at the following location **Tracy High and West High Schools.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$10.00 (Flat Rate/Hourly), not to exceed a total of \$5,000 dependent upon number of tutors. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - C. District shall make payment on a ☒ MONTHLY PROGRESS BASIS, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **September 2006** and shall terminate on **June 2007.**
5. This agreement may be terminated at any time during the term by either party upon N/A (0) days written notice.
6. Contractor shall contact the District's designee, **Rebecca Frame and Terri Sorgent**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Blythe Seegm
Consultant Signature (1)

[REDACTED]
Social Security Number or TIN number (2)

Date

9/28/2006

Title

AVID tutor

Address

Tracy, CA

City/State/Zip

[REDACTED]
Phone Number

Date

Title

Account Number to be charged

Budget Approval

Date Approved by the Board

Send All Copies to the Business Office

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *MS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: September 29, 2006
Subject: Approve Contract with DARE Officer, John Guzman, for Teaching DARE Classes in 5th Grade

Background: The Tracy Unified School District has an agreement with the City of Tracy for the 5th grade DARE program. The City of Tracy reimburses the District for supplies, materials, and contract fees for certified DARE officers. In addition, the district has an arrangement with the Kiwanis Club to implement the DARE program. Kiwanis Club members recruit DARE officers to teach the program and host DARE graduation ceremonies. Last school year over 1,000 fifth grade students participated in the DARE program.

Rationale: The Kiwanis Club of Tracy will recruit the certified DARE officers, purchase the materials, and coordinate the program. The Kiwanis Club will bill the district for materials and supplies which will in turn be paid from the City of Tracy agreement. Individual DARE officers will have contracts with the District to conduct DARE classes and to host the ceremony. The school district will continue to work with the Kiwanis Club and the City of Tracy to offer a quality DARE program. John Guzman is a certified DARE officer and retired Hayward police officer. This agenda item supports Strategic Goal #4-Develop Responsible Individuals.

Funding: No cost.

Recommendation: Approve Contract with DARE Officer, John Guzman, for Teaching DARE Classes in 5th Grade.

Prepared by: Rebecca Frame, Director of Student Services & Curriculum

Tracy Unified School District
1875 W. Lowell Avenue, Tracy California 95376-4095

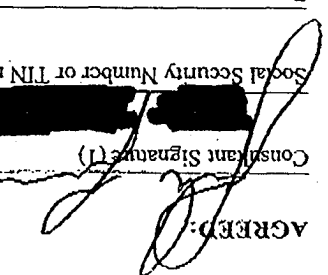
AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **John Guzman** hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **DARE classes**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 10 wks (), under the terms of this agreement at the following location 3 Various Schools Central, Louis BOHN, McKinley
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay **\$400 per DARE class**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - C. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **September 2006** and shall terminate on **June 30, 2007**.
5. This agreement may be terminated at any time during the term by either party upon (30) days written notice.
6. Contractor shall contact the District's designee, **Rebecca Franke** with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or

Date Approved by the Board _____		Phone Number (510) 583-1049
Budget Approval _____		City/State/Zip Hayward Ca 94542
Account Number to be charged _____		Address 3525 Sandpiper Ct
Title _____		Title DARE INSTRUCTOR
Date 10-1-06		Social Security Number or TIN number (2) [REDACTED]
_____		Consultant Signature (1) 

11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
- her, however caused, and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SA* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 13, 2006
SUBJECT: Approve Special Services Contract with Stanislaus County Office of Education for Teacher Alane Vaughn to Train Teachers on Holt Curriculum on November 13, 2006.

BACKGROUND: The district adopted curriculum for English/language arts grades 6th through 12th is Holt. The Holt curriculum is rich in materials and resources for teachers. As a rather newly adopted curriculum, many teachers have questions on how to most effectively implement the many curricular materials available.

RATIONALE: Alane Vaughn is a teacher on assignment with the Stanislaus County Office of Education. Last year, Alane Vaughn offered an afternoon of teacher training in Holt to our high school teachers. Her presentation was well received due to her expertise in the implementation of the Holt curriculum. This agenda item supports Strategic Goal #2-Create Quality Learning Environments.

FUNDING: Student Services \$400

RECOMMENDATION: Approve Special Services Contract with Stanislaus County Office of Education for Teacher Alane Vaughn to Train teachers on Holt curriculum on November 13, 2006.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

Alane Roubal Vaughn

P.O. Box 516
Copperopolis, CA 95228
(209) 785-4744 (209) 969-5336
vaughn@caltel.com

EDUCATION

- 2004 Preliminary Administrative Certificate**
- 2002 National Board Certified Teacher: Early Adolescence, English Language Arts**
- 1996 Clear Crosscultural, Language and Academic Development Certificate**
- 1994 California State University, Stanislaus**
California Clear Credential, Single Subject
- 1982 Midland Lutheran College – Bachelor of Arts**
Majors: English, Physical Education, Education
Concentrations: Recreation, K-12 Physical Education, Coaching Endorsement

PROFESSIONAL EXPERIENCE

Stanislaus County Office of Education Modesto, CA

Director, Secondary Education – 2005 -present

Responsible for Curriculum and Instruction, School and District Support for 6-12 educators in Stanislaus County and County Superintendents' Region 6.

Stanislaus County Office of Education Modesto, CA

Literacy Consultant, Educator-On-Loan – 2002-2005

Language Arts consultant to regional K-12 districts. Responsibilities include: authoring/facilitating secondary ELA textbook training modules for AB75 and AB466 including follow-up professional development and site support for both, organizing and delivering professional development in the area of writing instruction, providing a variety of school and district support services for county and regional schools.

Great Valley Writing Project CSU Stanislaus, Turlock CA

Educational Consultant – 1992-Present

Professional Development Coordinator – 1997-present

Responsible for coordinating/providing professional development in the teaching of writing for local National Writing Project site, a California Subject Matter Project. Assignment requires management of annual grant funding to address the professional development needs of schools in a five-county area, targeting especially Program Improvement and High Priority schools.

Teel Middle School Empire, CA

English and Elective teacher – 1997-present

Subjects taught: Language Arts for Sheltered/At-risk team and variety of electives: Reading Interventions (*Reach and High Point*), Computer Literacy, Speech/Drama. Department Liaison to Administration 1999-2001.

Prescott Senior Elementary Modesto, CA

English and ELD teacher – 1989-1997

Subjects taught: All levels Language Arts Core classes. Included remedial, general, honors, G.A.T.E., and ELD. Developed curriculum and implemented the ELD I and II courses. Department chair and Leadership team 1994-1997

EXTENDED PROFESSIONAL DEVELOPMENT

Center for Performance Assessment Certificated Trainer 2005, 2006
Center for Research on Learning, KU, *Teaching Content to All Institute* 2005
Baldrige in Education, *Education Criteria for Performance Excellence* 2004
Great Valley Writing Project *Summer Invitational Institute Co-Director* 1997-2003
Northwest Regional Lab, *Trainer Institute 6+1 Traits Writing*, Canon Beach OR -- 2002
National Board for Professional Teaching Standards -- NBCT 2002
National Writing Project Directors Institute, Walker Valley NY -- 2002
Great Valley Writing Project Advanced Institute Director 2001
Middle School Demonstration Program *Grant Coach/Coordinator*, 1997-2002
Great Valley Writing Project Summer Institute *Lead Coach* 1997 -- 1998
AB1086 Facilitator/Trainer, Stanislaus County Office of Education, 1998
California Literature Project Summer Institute -- 1994
Integrated Thematic Instruction, Kovalich Institute -- 1993
Great Valley Writing Project Summer Institute -- 1992

PUBLICATIONS

Over Our Shoulders and Into Our Classrooms, Editor/author, a National Writing Project publication, 2002.
Cognitive Apprenticeship in the Writing Classroom, a California Writing Project Publication, 2003.

ADMINISTRATIVE DUTIES

Author, AB75 Module 1, ELA textbook training, Holt MS/HS, McDougal Littell MS/HS, 2003
Region 6 NBPTS Candidate Support Cohort, Facilitator, 2002-present
Middle School Demonstration Project Coach/Coordinator, 1997-2002
Professional Development and Partnership Coordinator, GVWP, 1997 -- present
San Joaquin Delta Sierra Professional Development Consortium, CSMP rep, 1997- 2002
California League of Middle Schools, State Publications, 1996-2001

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Stanislaus County Office of Education hereinafter referred to as "Contractor, " is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Staff development on district adopted Holt English/language arts curriculum.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of **one half day presentation**, under the terms of this agreement at the following location **to be determined.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay **flat rate**), not to exceed a total of **\$400** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District ☒ **SHALL**; ☐ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed **\$100** for the term of this agreement.
 - C. District shall make payment on a ☐ **MONTHLY PROGRESS BASIS**, ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **October 1, 2006**, and shall terminate on **November 14, 2006**.
5. This agreement may be terminated at any time during the term by either party upon **thirty** days written notice.
6. Contractor shall contact the District's designee, **Rebecca Frame**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or

her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Alan Ronald Vaughn for
Consultant Signature (1) SCOE

Social Security Number or TIN number (2)

Date

10/17/06
Date

Title

Director Secondary Education
Title

Account Number to be charged

1100 H Street
Address
Modesto, CA 95354
City/State/Zip

Budget Approval

(209) 585-4907
Phone Number

Date Approved by the Board

Send All Copies to the Business Office

- 1 Whenever organizational names are used, the authorized signature must include company title, such as president.
- 2 Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998



Martin G. Petersen, Superintendent

1100 H Street • Modesto, CA 95354 • (209) 525-4900 • FAX (209) 525-5147

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Stanislaus County Office of Education, hereinafter referred to as "Contractor," and **Tracy Unified School District**, hereinafter referred as "District," is for consultant or special services to be performed by a non-employee of the District. Contractor and District herein named do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:
 - a) **Staff development on district adopted Holt English/language arts curriculum.**
2. Contractor will provide the above service(s) as outlined in Paragraph 1 for a period of up to **one half-day presentation**, under the terms of this agreement at the following location, **to be determined**.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - (a) District shall pay a **(flat rate)**, not to exceed a total of **\$400.00**.
 - (b) Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - (c) District **shall** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed **\$100** for the term of this agreement.
 - (d) District shall make payment on a **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **October 1, 2006**, and shall terminate on **November 14, 2007**.

Agreement for Special Contract Services --
Page 2

5. This agreement may be terminated at any time during the term by either party upon **thirty** days written notice.
6. Contractor shall contact the District's designee, **Rebecca Frame**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she **is not an employee of the District and is self-employed in the performance of the services specified.** Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

Agreement for Special Contract Services –
Page 3

AGREED:

Tracy Unified School District

Social Security# or Federal I.D.#
Incorporated ☐ Yes ☐ No

DATE

ADDRESS

(Please type or print clearly)

Don Gatti
Contract Officer for Stanislaus County
Office of Education

DATE

019453 0 8677 0000 0000 000 4000
Account No.
<i>Chris Key</i>
Departmental/Core Leadership Team Officer
<i>Literacy Workshop</i>
Budget Program
Budget Approval

same

sjs 10-12-06

Send all copies to the Business Office.

Distribution will be made as follows:

White - Business Office

Yellow - Consultant

Pink - Department Head/Core Leadership Team Officer

Goldenrod - Originator



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services

Date: October 17, 2006

Subject: Approve Overnight Travel for the Tracy High School Sophomore and Varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, CA, on November 30, December 1 & 2, 2006

BACKGROUND: The Tracy High Sophomore and Varsity Boys' Basketball Teams would like to participate in the Harlan Carter Basketball Tournament at Shasta High School in Redding, CA. This is an annual event for Tracy High School. Approximately 28 players and four coaches will be making the trip.

RATIONALE: Two overnights are required to provide the basketball team's ample time to rest and prepare for their games. The Shasta High School Boosters, for the nights of November 30, December 1, have arranged discounted motel rooms for the players. The coaches will be provided a complimentary motel room. This aligns with Strategic Goal #4 (Developing the Whole Student).

FUNDING: The Tracy High Athletic Department will pay the \$750 transportation costs for District vans, (to be driven by the coaches) as well as the \$900 hotel cost. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Boys' Basketball Program (ASB) will pay the \$250.00 tournament fee for the teams.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Sophomore and Varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, CA, on November 30, December 1 & 2, 2006.

Prepared by: Mr. Pat Anastasio, Principal, Tracy High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: October 24, 2006
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Reese, Sherri

Davis, Roland

BACKGROUND:

Ortega, Tami

MANAGEMENT

School Nurse (Replacement)
DEC
Range 28, Step E \$325.40 per day
Funding: Special Ed/General Fund

Assistant Principal
George Kelly School
Range 42, Step A \$333.90 per day
Funding: General Fund

CERTIFICATED

7th Grade Core/Red Track
North School
Class I, Step 1 \$40,276
Funding: General Fund

BACKGROUND:

Bartlett, Erica

Bowman, Sandra

Gapasin, Roel

Leonardo, John

Serrato, Luis

BACKGROUND

Rivera, Christina

BACKGROUND

Rice, Jim

CLASSIFIED

Food Service Worker (Replacement)

South School

2.5 hours per day

Range 22, Step B - \$11.37 per hour

Funding: Child Nutrition – School Program

Special Ed Para Educator I (Replacement)

George Kelly (SDC)

6 hours per day

Range 24, Step D - \$13.07 per hour

Funding: Special Education

Bus Driver/Custodian (New)

Transportation/Maintenance and Operations

8 hours per day

Range 36, Step A - \$15.02 per hour + ND

Funding: General Fund 50% & Transportation –

Home to School 50%

Custodian I (Replacement)

Tracy High School

8 hours per day

Range 31, Step E - \$16.12 per hour

Funding: General Fund

Custodian I (Replacement)

Hirsch Elementary School

8 hours per day

Range 31, Step C - \$14.69 per hour

Funding: General Fund

MANAGEMENT

Personnel Technician for Certificated Employees

District Education Center – Human Resources

8 hours per day

Range 13, Step D - \$23.85 per hour

Funding: General Fund

COACHES

Varsity Baseball Coach (Replacement)

West High School

Stipend: \$4,669.20

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment**Prepared by:** James Mousalimas, Assist. Supt. of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: October 13, 2006
SUBJECT: Approve Preliminary Drawings of Stadium and Pool Complexes and Authorize WLC Architects to Move Forward with Construction Documents

BACKGROUND: On August 8, 2006, the Board approved a contract with WLC Architects to plan and design the stadium and pool complexes on the West High School campus. On August 14 and 24, and again on October 17, subsequent meetings were held with the architects and both representatives from West High School and members of the Superintendent's Facilities Committee to determine the schematic design and layout of the stadium and pool. WLC is working with: a landscape architect who specializes in the design and layout of the stadium, track and field; a bleacher consultant; and a pool consultant who was included in the discussions regarding the additional requirements for joint-use pool with the City of Tracy. Contracts were awarded to both topographical and geotechnical engineering firms to provide the project architects and engineers with the necessary surveys and information needed for the design.

RATIONALE: Upon review and approval of the preliminary drawings and artistic renderings WLC Architects need to move forward with the creation of the construction drawings in order to keep the project on schedule to meet the timeline mandated to compete for funds from the State School Building Program.

FUNDING: WLC Architect's contract is funded by local bonds and funds from the State School Building Program.

RECOMMENDATION: Approve Preliminary Drawings of Stadium and Pool Complexes and Authorize WLC Architects to Move Forward with Construction Documents

Prepared by: Denise Wakefield, Director of Facilities.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent for Human Resources *JM*
DATE: September 29, 2006
SUBJECT: Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to Be Compliant with CSBA Guidelines

BACKGROUND: In March of 2006 an audit was conducted of Board policies and administrative regulations. The audit identified the status of specific policies and regulations, and detailed requirements to bring these documents into compliance with guidelines with the California School Boards Association (CSBA). Recommended changes ranged from adding required policies, to making minor changes, to adopting language already in place, but for which no adoption date is identifiable.

RATIONALE: The attached policies and administrative regulations required minor changes to match CSBA guidelines or merely require formal approval to delineate an adoption date.

BP/AR	Required Change	Notes
BP 4020 Drug and Alcohol-Free Workplace	Adopt existing language with minor changes	Policy demonstrates compliance with Drug-Free Schools and Communities Act
BP & AR 4040 Employee Use of Technology	Adopt & Acknowledge existing language with minor changes	Policy and regulation reflects the operation and enforcement of a technology protection measure

FUNDING: Not Applicable.

RECOMMENDATION: Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to Be Compliant with CSBA Guidelines

PREPARED BY: James Mousalimas, Assistant Superintendent for Human Resources

DRUG AND ALCOHOL-FREE WORKPLACE

The Governing Board believes that the maintenance of drug and alcohol-free workplaces is essential to school and district operations.

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations 21 U.S.C. § 801 et seq., before, during or after school hours at school or in any school district workplace. **A school district workplace is any place where school district work is performed, any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.**

~~The Drug-Free Workplace Act and Government Code 8350-8357 require districts to notify their employees of their policy on this topic and certify that they have adopted a policy which includes required provisions. contracts and grants are subject to suspension and termination and the contractors or grantees subject to suspension and debarment if false certification is made or if the certification is violated by failure to carry out the requirements of these laws.~~

~~No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations before, during or after school hours at school or in any other district workplace.~~

The Superintendent or designee shall:

1. Publish and give to each employee a notification of the above prohibitions. The notification shall specify the actions that will be taken against employees who violate these prohibitions. The notifications shall also state that as a condition of employment. The employee will abide by the terms of this policy and notify the employer, within five days, of any criminal drug or alcohol statute conviction which he/she receives for a violation occurring in the workplace.
2. Establish a drug and alcohol-free awareness program to inform employees about:
 - a. the dangers of drug and alcohol abuse in the workplace;
 - b. the district policy of maintaining drug and alcohol-free workplaces;

- c. any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed on employees for drug and alcohol abuse violations.
3. Notify the appropriate federal granting or contracting agencies within ten (10) calendar days after receiving notification from an employee or otherwise, of any conviction for a violation occurring in the workplace.
 4. Initiate disciplinary action within thirty (30) calendar days after receiving notice of a conviction for a violation in the workplace from an employee or otherwise. Such action shall be consistent with state and federal law, the appropriate employment contract, the applicable collective bargaining agreement and district policy and practices.
 5. Make a good faith effort to continue maintaining a drug and alcohol-free workplace through implementation of Board policy.

In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug assistance or rehabilitation program approved by federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

The Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in California Education Code § 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited. For the purpose of this policy, "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged to determine violations of federal or state criminal drug or alcohol statutes.

A classified employee may be reemployed after conviction of such an offense if the Board determines, from the evidence presented, that the person has been rehabilitated for at least five years.

Legal Reference:

EDUCATION CODE

§ 44011 Controlled substance offense

§ 44065 Issuance of credentials

§ 44425 Conviction of controlled substance offenses as grounds for revocation of credential

- § 44836 Employment of certificated person convicted of controlled substance offenses
§ 44940 Compulsory leave of absence for certificated persons
§ 44940.5 Procedures when employees are placed on compulsory leave of absence
§ 45123 Employment after conviction of controlled substance offense
§ 45304 Compulsory leave of absence for classified persons

CALIFORNIA GOVERNMENT CODE

§§ 8350-8357 Drug-Free Workplace Act of 1990

UNITED STATES CODE, TITLE 20

§§ 7111-7140 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

§ 801 et seq.

CODE OF FEDERAL REGULATIONS, TITLE 21

1300.1-1300.15 §§ 1308.01-1308.49 Schedule of controlled substances

~~THE DRUG-FREE WORKPLACE ACT OF 1998~~

~~Public Law — 100-690, 5151-5160~~

~~DRUG-FREE SCHOOLS AND COMMUNITIES ACT AMENDMENT OF 1989~~

~~H.R. 3614 (repealed by Public Law 105-224)~~

~~CONTROLLED SUBSTANCES ACT~~ (codified at 21 U.S.C. § 801)

~~202 schedules I-V, 21 U.S.C., 812~~

UNITED STATES CODE, TITLE 41

§§ 701-707 Drug Free Workplace Act of 1988

Policy Adopted:

HS BD: 3/22/94

EL BD: 3/29/94

Policy Revised:

Joint Board 12/10/96

DRUG AND ALCOHOL-FREE WORKPLACE NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of Board policy for any employee at a school district workplace to unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 U.S.C. § 801 *et seq.*

"School district workplace" is defined as any place where school district work is performed, including a school building or other school premises; any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function such as a field trip or athletic event, where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

As a condition of your continued employment with the district, you will comply with the district's policy on Drug and Alcohol-Free Workplace and will, any time you are convicted of any criminal drug or alcohol statute violation occurring in the workplace, notify your supervisor of this conviction no later than five days after such conviction.

In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug assistance or rehabilitation program approved by federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

Pursuant to California Education Code §§ 44836 and 45123, the Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in California Education Code § 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited.

Pursuant to California Education Code § 45123, the district may employ for classified service a person who has been convicted of a controlled substance offense only if it determines, from evidence presented, that the person has been rehabilitated for at least five years. The Board shall determine the type and manner of presentation of the evidence, and the Board's determination as to whether or not the person has been rehabilitated is final.

Pursuant to California Education Code § 44425, whenever the holder of any credential issued by the State Board of Education or the Commission on Teacher Credentialing has been convicted of a controlled substance offense as defined in California Education Code § 44011, the commission shall forthwith suspend the credential. Pursuant to California Education Code § 44065, the district may not employ noncertificated persons in positions requiring a certificate. When the

conviction becomes final or when imposition of sentence is suspended, the commission shall revoke the credential. (California Education Code § 44425)

Pursuant to California Education Code §§ 44940 and 45304, the district must immediately place on compulsory leave of absence any employee charged with an offense involving aiding or abetting the unlawful sale, use or exchange to minors of certain controlled substances.

Pursuant to California Education Code §§ 44940 and 45304, the district may immediately place on compulsory leave of absence any employee charged with certain controlled substance offenses.

A list of drug and alcohol counseling, rehabilitation, and/or assistance programs are available **in the Human Resources Department.** ~~at the Personnel Office.~~

EMPLOYEE USE OF TECHNOLOGY

The Governing Board recognizes that technology can enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating operations. The Board expects all employees to learn to use the available electronic resources that will assist them in their jobs. As needed, staff shall receive training in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use the District's electronic resources only for purposes related to their employment. Such use is a privilege which may be revoked at any time.

Employees should be aware that computer files and communications over electronic networks, including e-mail and voice mail, are not private. This technology shall not be used to transmit confidential information about students, employees, or District affairs.

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

To ensure proper use, the Superintendent or designee may monitor the District's technological resources, including e-mail and voice mail systems, at any time without advance notice or consent. If passwords are used, they must be known to the Superintendent or designee so that he/she may have system access when the employee is absent.

The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of technology. Employees who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate.

The Superintendent or designee may establish guidelines and limits on the use of technological resources. He/she shall ensure that all employees using these resources receive copies of related policies, regulations and guidelines. Employees shall be asked to acknowledge in writing that they have read and understood these policies, regulations and guidelines.

EMPLOYEE USE OF TECHNOLOGY

In the event that the use of an electronic resource affects the working conditions of one or more employees, the Superintendent or designee shall notify the employees' exclusive representative.

Legal Reference:**EDUCATION CODE**

~~11600-11609~~ ~~Education Technology Grant Program Act of 1996~~

~~51870-51884~~ ~~The Morgan Farr-Quackenbush Education Technology Act of 1992~~

51870-51874 **Education technology**

GOVERNMENT CODE

3543.1 Rights of employee organizations

PENAL CODE

502 **Computer crimes, remedies**

632 Eavesdropping on or recording confidential communications

UNITED STATES CODE, TITLE 47

254 **Universal service discounts (E-rate)**

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 **Internet safety policy and technology protection measures, E-rate discounts**

UNITED STATES CODE, TITLE 20

~~6801-7005~~ ~~Technology for Education Act of 1994~~

6751-6777 **Enhancing Education Through Technology Act, No child Left Behind Act, title II, Part D**

6777 **Internet Safety**

Management Resources:**CDE PUBLICATIONS**

~~K-12 Network Technology Planning Guide: Building the Future, 1994~~

CDE PROGRAM ADVISORIES

1223.94 **Acceptable Use of Electronic Information Resources**

Adopted: 1/28/97

Revised:

EMPLOYEE USE OF TECHNOLOGY**A. Purpose and Scope**

To enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program and facilitating operations.

B. General

1. Employees shall be responsible for the appropriate use of technology.
2. Computer files and communications over electronic networks, including e-mail and voice mail, are not private. This technology shall not be used to transmit confidential information.
3. The Superintendent or designee may establish guidelines and limits on the use of technological resources.
4. The Superintendent or designee shall ensure that all District computer with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

C. Forms Used and Additional References

None

D. Procedure

Employees are authorized to use the District's on-line services in accordance with user obligations and responsibilities specified below.

1. The employee in whose name an on-line services account is issued is responsible for its proper use at all times. Users shall keep personal account numbers, home addresses and telephone numbers private. They shall use the system only under their own account number.

EMPLOYEE USE OF TECHNOLOGY

2. Employees shall use the system only for purposes related to their employment with the District. Commercial, political and/or personal use of the system is strictly prohibited. The District reserves the right to monitor any on-line communications for improper use.
3. Users shall not use the system to promote unethical practices or any activity prohibited by law or District policy.
4. Users shall not transmit material that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs.
5. Copyrighted material may not be placed on the system without the author's permission. Users may download copyrighted material for their own use only and only in accordance with copyright laws.
6. Vandalism will result in the cancellation of user privileges. Vandalism includes intentional uploading, downloading or creating computer viruses and/or any malicious attempt to harm or destroy District equipment or materials or the data of any other user.
7. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.
8. Users are encouraged to keep messages brief.
9. Users shall report any security problem or misuse of the network to the Superintendent or designee.

E. Reports Required

None

F. Record Retention

None

EMPLOYEE USE OF TECHNOLOGY

G. Responsible Administrative Unit

Human Resources
Information Services and **Educational** Technology
Educational Services

H. Approve By

Assistant Superintendent for Human Resources

TUSD Acknowledged: 1/23/97
REVISED:



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent of Business Services
DATE: October 13, 2006
SUBJECT: Approve Changes to Maintenance Specialist (HVAC) Job Description

BACKGROUND: On October 10, 2006, the Board of Trustees authorized \$150,000 of one-time money to enhance the Heating, Ventilation, and Air Conditioning crew and establish a Preventive Maintenance program. Board members also directed staff to update the existing job description for Maintenance Specialist (HVAC) to include the requirement to climb ladders, transit roofs, lift an appropriate amount of weight for the job, and otherwise include all of the elements of a current job description.

RATIONALE: District staff intend to meet with representatives of the California School Employees Association (CSEA) prior to the October 24th board meeting to negotiate the impact of these changes. The resulting job description is submitted for approval.

FUNDING: No financial impacts.

RECOMMENDATION: Approve Changes to Maintenance Specialist (HVAC) Job Description

Prepared by: Bill Willner, Director of Building Maintenance & Casey J. Goodall, Assistant Superintendent for Business Services

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Maintenance Specialist (HVAC)

DEPARTMENT/DIVISION: Maintenance and Operations

POSITION SUMMARY:

Under general supervision of the Maintenance Leadsman/Supervisor and/or the Director of Maintenance to do a variety of skilled maintenance work in the maintenance and repair of the Districts' facilities; inspect, service and repair heating, ventilating and air conditioning equipment. Repair and service to pool equipment and all P.A., telephones and communications systems.

ESSENTIAL FUNCTIONS:

1. Installs, maintains, and repairs a variety of plumbing and heating and air conditioning equipment.
2. Maintains boilers.
3. Inspects compressors, points, pressure lines, electrical wiring, motors, fans, and related components of heating, air conditioning, and ventilating units.
4. Checks units to determine causes of malfunctions.
5. Replaces components as necessary.
6. Removes and installs compressors, gas lines, manifolds, valves, etc.
7. Establishes and carries out preventive maintenance programs; clean units, check and repair remote control system.
8. Performs skilled electrical installation and repair.
9. Performs gas and electrical welding.
10. Maintains all clock, bell and fire alarm systems.
11. Maintains computerized diagnostic and environmental control systems.
12. Performs other related duties as required.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions, read and write at a level sufficient to fulfill the duties to be performed for the position described. Two years of experience as maintenance worker, working with and repairing of heating and air conditioning systems. Must maintain at least Class 2 EPA Refrigerant certification. Journeyman experience is desirable, possession of an appropriate California driver's license and be insurable. High School Diploma or equivalent is required.

SKILLS AND QUALIFICATIONS:

- 1: Knowledge of principles, rules and regulations relating to electrical maintenance, repair of heating, ventilating and air conditioning systems, and safe work practices.
2. Ability to operate and maintain the tools and equipment commonly employed in the installation, maintenance and repair of heating, ventilating, and air conditioning equipment.
3. Ability to use precision measuring equipment.
4. Ability to carry out a program of preventive maintenance, to plan, layouts of circuits and draw plans to meet city, county and state codes.
5. Ability to read blueprints and understand plans and specifications, to read graphical representations of work to be done.

POSITION TITLE:

Maintenance Specialist (HVAC)

SKILLS AND QUALIFICATIONS: Continued

6. Ability to diagnose equipment operating problems and execute required repairs.
7. Ability to understand and work on a computer.
8. Ability to keep records of work performed.
9. Ability to develop and maintain cooperative working relationships with those contracted in the course of work.
10. Must pass required medical examination.

PHYSICAL REQUIREMENTS:

Employees in this position must be able/have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk for extended periods of time.
3. Bend, squat, stoop, and/or climb **ladders** for extended periods of time.
4. Reach above shoulder level, push/pull for extended periods of time.
5. Lift and carry up to 100 lbs. at shoulder height.
6. Do repetitive hand/arm movements (grasp/pinch, etc.) for extended periods of time.
7. Be able to work with moving machinery for extended periods of time.
8. **Be able to access HVAC units and other related equipment and work on all types of roofs for extended periods of time in order to complete work as required.**

WORK ENVIRONMENT:

Employees in this position will be required to work outdoors in various weather and to work indoors completing paperwork and repairs and installation of equipment. Exposure to noise, dust, and fume levels will vary depending on equipment and projects. As required, must wear protective devices such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses.

SALARY: Classified range 52

Adopted: HS Board 3/19/86

Elem Board 4/8/86

Revised: TUSD 12/14/99



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: October 16, 2006

SUBJECT: Approve Job Description for High School Custodial Supervisor/Maintenance Mechanic

BACKGROUND: Tracy Unified School District currently has a vacant position, Custodial Leadman/Supervisor (salary range 42) at Tracy High, and a fully staffed position, Maintenance Custodian (salary range 36), at West High. These positions supervise the custodial staffs at their respective school sites. The two positions have historically been placed at different levels on the salary schedule because Tracy High School operates a swimming pool and West High School does not. Passage of measure E in June 2005 will fund installation of a swimming pool at West High School. In addition, the positions at both schools have grown to include the supervision of approximately 11 custodians at each site. The positions have also required these employees to complete minor maintenance tasks.

RATIONALE: The Tracy High School Custodial Leadman/Supervisor position is currently vacant. To attract qualified candidates and to reflect the increased responsibilities associated with the position, a new job description (Custodial Supervisor/Maintenance Mechanic) and higher placement on the salary schedule is warranted. Growth in our high schools has led to a substantial and permanent change in the level of duties and responsibilities of our custodial supervisors. The knowledge required, complexity of duties and accountability to the site and district have increased as a result of the growth at both high schools. The new High School Custodian Supervisor/Maintenance Mechanic position has been developed to include all of the essential duties of a Maintenance Mechanic (range 48) plus the supervision of approximately 11 employees. These job responsibilities are extensive enough to justify a higher placement on the salary schedule.

FUNDING: The Custodial Supervisor/Maintenance Mechanic is placed at range 50, 8 ranges above that of the Tracy High School Custodial Leadman/Supervisor position, and 14 ranges above that of the West High School Maintenance Custodian position, for an additional annual cost of approximately \$29,760 for both positions.

RECOMMENDATION: Approve Job Description for High School Custodial Supervisor/Maintenance Mechanic

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: High School Custodial Supervisor/Maintenance Mechanic

DEPARTMENT/DIVISION: Maintenance and Operations

POSITION SUMMARY:

Under general supervision of the High School Principal and the Director of Maintenance and Operations to coordinate and supervise activities of the High School custodial staff; performs maintenance work at the high school or similar school installation.

ESSENTIAL FUNCTIONS:

1. Works closely with the site principal or Director of Maintenance and Operations to make custodial work assignments including cleaning areas, room and facility-use set-ups.
2. Works closely with the site principal or Director of M&O to develop daily priorities of the custodial staff. And then implements them out to the custodial staff.
3. Supervises custodial staff of all daily cleaning and set up duties.
4. Provides custodial staff evaluation input to the site principal or designee.
5. Performs and supervises cleaning tasks in restrooms, classrooms, offices and outside areas, such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming, and shampooing; empties waste containers, moves and rearranges furniture.
6. Keeps daily attendance records.
7. Resets time clocks.
8. Lights pilot lights on hot water heaters, stoves and heaters
9. Performs swimming pool maintenance.
10. Replaces ballasts, trouble shoots and repairs electrical problems with appliances, outlets, lube air handling motors.
11. Makes keys, installs and maintains a variety of locks, dead bolts, door hardware and locks, rekey, rebuild lock.
12. Performs plumbing maintenance and repair, including: unplug and repair toilets and main lines, repairs sinks, installs and replaces P traps, faucets, broken pipes and flushing sewer lines.
13. Replaces ballasts, trouble shoots and repairs electrical problems with appliances, outlets, lube air handling motors.
14. Makes electrical repairs such as replacing fuses, fixtures, socket drop cords and switches taping exposed wires.
15. Oils greases, packs and cleans service fans, compressors, pumps and other equipment.
16. Performs lay out and design work, sheet metal and other metals, welds and fabricates.
17. Inspects ventilating systems to insure proper heat and air flow and checks room temperatures, inspects and replaced filters.
18. Repairs furniture, cabinets and other equipment
19. Prepares and paints various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement
20. Performs other related duties as required.

POSITION TITLE: High School Custodial Supervisor/Maintenance Mechanic

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions read write at a level sufficient to fulfill the duties to be performed for the position described; and have two years experience in the custodial and maintenance field, preferably in a school; possess a valid California driver's license and be insurable. Must have a High School Diploma or equivalent. Must be certified in the use of all chemicals regarding pools. and the mechanics of the pools.

SKILLS AND QUALIFICATIONS:

1. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment. Used in metal work and electronic and acetylene welding work; various metals, their chrematistics and methods of cutting and shaping them.
2. Knowledge of plumbing and hardware techniques.
3. Knowledge of local and state construction codes
4. Knowledge of modern cleaning methods and the use and care of cleaning materials, equipment, tools and basic practices of building maintenance work.
5. Ability to diagnose equipment-operating problems and execute required repairs.
6. Ability to develop, understands, assign and follow a work schedule.
7. Knowledge of general principles of employee training and supervision.
8. Ability to supervise other custodians.
9. Knowledge of safe work practices.
10. Ability to maintain cooperative working relationships with those contacted in the course of work.
11. Must pass required physical examination.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
2. Bend, squat, stoop and/or climb for extended periods of time.
3. Reach above shoulder level for extended periods of time.
4. Push/pull up to 100 lbs. for extended periods of time.
5. Sit for up to one hour.
6. Lift and carry up to 100 lbs. at shoulder height for short distances.
7. Repetitive hand/arm movements (grasp/pinch, etc.) for extended periods of time.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in various during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. Must wear closed toe shoes and meet uniform requirements. As required, must wear protective devices such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses.

SALARY: Classified Range 50

Board Approved: TUSD
Revised: TUSD

